



Government of Kerala

HIGH LEVEL COMMITTEE REPORT
ON HARRISONS MALAYALAM LTD.

Thiruvananthapuram

27th September 2007

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1. Preface

Several complaints were submitted to Government, in 2005 alleging illegal transfer and sale of lands by M/s. Harrisons Malayalam Ltd.(M/s. HML).

A series of press reports were also published during this period alleging illegal and large-scale transfer of Revenue and Forest lands given on lease to M/s. HML and unauthorised cutting/removal of trees from such lands. Government decided to enquire into the allegations raised against the Company, through a High Level Committee set up vide Govt. Order G.O (Rt) No.6562/2005/RD dated 16.12.2005. The Committee consisted of the following members:

- 1) Additional Chief Secretary (Revenue & Housing) - Chairperson
- 2) The Secretary (Forest & Wild Life), Member
- 3) The Commissioner, Land Revenue, "
- 4) The Chief Conservator of Forests, "
- 5) The Chief Conservator of Forests (Protection) Member
- 6) The District Collectors of Kollam/Pathanamthitta/
Kottayam/Idukki/Thrissur and Wayanad - Members.
- 7) The Conservator of Forests, Kollam/ Pathanamthitta/
Kottayam/Idukki/Thrissur/Kozhikode.

The Committee was directed to conduct a detailed enquiry and submit a factual report within 2 months. As the Committee could not finalise and submit the report within the stipulated period, its term was extended for a further period of 5 months from 16.02.2006. This time limit also expired on 15.07.06 without the report being finalized. The Committee held one meeting during this period.

The High Level Committee thereafter was reconstituted this time with the following members:

- 1) The Commissioner, Land Revenue- Chairperson
- 2) The District Collectors, Kollam/Pathanamthitta/ Kottayam/Idukki/
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Thrissur and Wayanad - Members

- 3) The Conservator of Forests/ Divisional Forest Officers, Kollam/ Pathanamthitta/ Kottayam/ Idukki/ Thrissur and Kozhikode - Members
- 4) The Secretary, Land Board - Member.

The Committee was re-constituted and set up under the chairmanship of the Principal Secretary, Revenue as per Government Order No.2650/2007/RD dated 28.6.2007. The other members remained the same.

The Terms of Reference of the Committee remained the same.

The Committee was entrusted to conduct detailed enquiry and furnish a factual report after examining all the allegations contained in the press reports with special reference to the following points after verification of all connected records and information available:

- i) Details of land given to M/s. HML on lease and the terms of lease including lease period;
- ii) Whether M/s. HML has violated any of the lease conditions; whether the company has defaulted payment of lease rent, whether the alleged transfer of leased land are invalid and if so, whether the lease can be terminated on those grounds.
- iii) How excess land to the extent of 8783.96 acres happened to be held by the company out of the leased land;
- iv) Was there any laxity on the part of the Revenue/Forests/Other officials in perpetrating the irregularities as alleged in the Press Reports and the officials responsible for lapses, if any;
- v) Any other points relevant to the issues raised; and
- vi) Role of Revenue Officials involved.

The Committee was entrusted to submit its report within three months from 30.09.2006 and the time limit was subsequently extended as per G.O. (Rt) No.591/2007/RD dated 09.02.2007.

Meeting and Deliberations held

The High Level Committee under the Chairmanship of Commissioner, Land Revenue met on 07.02.2006, 05.05.2006, 17.10.06 and 27.12.06 when detailed discussions were held. It was decided in the meetings inter alia to direct the concerned District Collectors to instruct the Revenue and Forest staff not to allow mutation in favour of Harrisons Malayalam Limited within their area of jurisdiction. Questionnaire was sent and data collected from District Collectors regarding lands held by M/s. HML, the area on lease, nature of title deeds, alienation, violation of lease conditions etc.

The Conservator of Forest and the District Collectors agreed to submit their status reports vis-à-vis HML lands. After these reports were received further discussions were held. The petitioner in the PIL and the representatives of HML were also heard. They were given opportunity to produce records. M/s. HML failed to produce any records within the time limit. However, subsequently they submitted some documents. The petitioners in the PIL also submitted documents. The land ceiling case had meanwhile been reopened before the Taluk Land Board, Vythiri. A team under the Secretary, Land Board visited Wayanad and collected data and copies of documents. Some documents were also obtained from the offices of the SRO and from Archives Department.

Based on above the draft Report of the High Level Committee was discussed at a final meeting on 26.9.2007. The Report of the High Level Committee follows.

2. Introduction

The Malayalam Plantations Limited is a company incorporated in England having its registered office at 1-4 Great Tower Street, London Town. The Malayalam Plantations Limited, London was amalgamated with the Malayalam Plantations India and then with the Harrison and Cross Field India and thereafter changed its name as Harrisons Malayalam Limited.

M/S Harrison Malayalam Limited possess large extent of land including forests, conveyed to them by British companies in India, who acquired lease right and jenmam right by virtue of deeds of indentures executed by the Rulers of erstwhile Travancore, Cochin and Malabar regions. These lands are now spread in eight districts of the State:

1. Kollam
2. Pathanamthitta
3. Kottayam
4. Idukki
5. Eranakulam
6. Thrissur
7. Kozhikode
8. Wayanad

3.Land holdings

1.Travancore Region

Area and territorial limit of erstwhile Travancore

Execution of deeds had taken place, during the regime of His Highness the Maharaja of Travancore. The territorial jurisdiction of Revenue officials have relevance in the determination of the rights of the holdings of the Company in those region. The organizational set up of Travancore Region/Divisions Taluks and Villages as given in Travancore Land Revenue Manual Vol.II is detailed in Annexure 1.1.

The Transaction for lease of land for cultivation goes back to the year 1834 by granting 10 square miles of land in the then Pathanamthitta Taluk to Mr. Huxam and an agreement was signed in 1849 granting the land as leasehold for 50 years with a condition that the lease would be extended for a further term of 30 years. Mr. Huxam made over the land to M/s. Binny and Company of Madras in 1852, from whom M/s.P.W.Keir, G.M.Mc Lauchlan and George Anderson obtained an assignment of the lease, and entered into an agreement with Government on 17th April 1877 for a lease of 30 square miles for a term of 35 years with the option of renewing the lease for a further period of 30 years, should the parties holding the land desire it, and Government deem it expedient. It was stipulated in the agreement that the owners should pay to Government from the 13th January 1877 an annual rent of Rs.100 for every English square mile of land cultivated. The payment of rent for newly cleared and cultivated land was to begin after 3 years after the land had been cleared. The renewal of the lease was to be on the same terms and conditions. All alienations of the land and right thereof were to be made with the knowledge and consent of Government.

Subsequently the leasehold right was converted to freehold right on the request of M/s.Keir and Mc Lauchlan in proceedings No. 50207R/1994 date 28.3.1906 of the Chief Secretary. Sanction was accorded for the transfer of

right being made during the currency of lease, and all such transfer as well, effected after the conversion of leasehold to freehold. (Annexure I.II).

In their letter of the 22nd August 1905 M/s. Keir and Mc Lauchlan requested that the lease of the land in their possession and the rights of those who purchased portions of the 10 sq. miles from them may be renewed under the agreement as they proposed to open up the lands still remaining uncultivated for rubber. They desired to have the assurance of Government that, on the expiry of the present term, Government would renew the lease so that people may readily take up shares in the undertaking. They also requested that the Government may be pleased to convert the leasehold into free-hold and they promised to pay 3 annas instead of 2 ½ annas, the rent payable at present per acre for the land brought under cultivation. They further requested sanction to purchase the rights of Mr. George Anderson who was in Scotland and who did not propose to return and divide the lands among the different shareholders or to transfer the present lease to a Company or Companies or to admit any further partners they might desire prior to the proposed renewal of conversion.

Mr. Keir, on behalf of himself and the other lease holders, represented that, on the expiry of the present lease in January 1912 if the lands were given to them as free-hold, they were prepared to pay the tax that may be payable on lands under coffee, tea or other products at the rates which may prevail at that time (i.e. in 1912) and that for the remaining portion of the land i.e. land which is jungle and has not been cleared, at the rate of 8 annas per acre per annum. If any portion of the land is brought under rubber cultivation be also agreed to pay tax at the rate of Rs.2 per acre per annum on such land. He also agreed to pay an upset price of Re. One per acre on the 10 sq. miles of land granted to them as consideration for converting the leasehold into freehold tenure. Mr. Ewart who represented the Istfield Tea Company Ltd., to whom a portion of the lease had been alienated also agreed to the above terms proposed by Mr. Keir. Mr. Bourdillon, Conservator of Forests, who was present, stated that in his opinion the terms were 'not unfavorable to Government'.

Taking all the facts of the case, and the long possession of the Lessees into consideration, Government agreed to grant the lands comprised in the 10 sq miles on the expiry of the present lease i.e. in January 1912 to Mr. Keir and Mr. Mc Lauchlan and their allies as freehold on payment of acreage value of Re. one per acre on the 10 sq. miles.

There is reference in the proceeding about the unauthorized encroachment made by the Company outside the 10 square miles and it was left to the Dewan Peshkar of Kollam to take action in the regular course and report to Government.

In the deed under reference dated, 27.1.1893 Arther Charles William and four others of Isfield Estate have conveyed the properties detailed in the schedule below to M/s. Isfield Tea Company.

The land is identified to be Nagamala and Venture Estates.

The schedule of payments was as follows:

1. For land under coffee tea and other products the rate which may prevail at the time.
2. For land which may have not been cleared and which may remain as jungle, a tax of (8) eight annas per acre.
3. For lands brought under rubber cultivation a tax of Rs. (2) two per acre.

The transaction covers the auction right enjoyed by the executant as detailed in the deed. The previous deed referred to in the transaction is an instrument or certificate bearing date 31st Edavam 1064 M.E. duly executed and granted by the Tahsildar and other Revenue officials of the Taluk Catchery of Pathanapuram in the state of Travancore in the exercise of the power and authority conferred by the Government of Travancore.

Regulation No. II dated 07.08.1901

Search made to trace out the records by which the Maharaja of Travancore framed Regulations setting apart forest land, and cultivable land, lead to Regulation II of 1068 issued by Sri. K. Krishnaswami Rao, Dewan, on 7th August 1901. It is a notification issued, from Huzur Cutcherry, Camp Coutallam, under section 18 of the Regulation II 1068 declaring that from 7th

August 1901 the tract specified therein shall be deemed to be a Reserve Forest. This tract is situated in Pathanapuram and Shencotta Taluks, Puliyaara, Mylam and Pathanapuram pravarthies (villages) This includes Reserve No.27 extending to 30 sqm probable (640 x 30 = 19200 acres) (Annexure I - III).

Pattam deed dated 13th Kanni 1088 (AD 1913)

The Vendor of the deed is Uzhuthirularu Umithiru, Vanjipuzha Mattom, Vadakkekkara Village, Thiruvalla Taluk Chengannur Division. The Vendee is Maman, Nazrani Editor Thayyil veedu, Kadapramuri, Kadapra Village, Thiruvalla Taluk. It is stated in document that the property stood in the possession of the Mattom (Thanathu) and as decreed by the Hon'ble High Court of Travancore in an appeal case and incorporated in the VIth schedule of the plan. The schedule of the property is detailed in the deed.

The total extent involved is 3176 acres 32 cents comprised in survey No. 899. The pattom fixed at 12/- British rupees per acre, having a total of Rs. 38,115/-, anna, 15 and 13 paise plus Rs. 6000/- formerly given to Kolasseril Chacko Thoma and others by the Vendee. A lease rent for the first year for cultivating paddy, coffee, tea etc. was fixed @ 8 anna. second term of five years 12 anna per acre and for subsequent years one British rupee per year.

There was strict instructions to the Vendee to intimate, any transaction over the property made by them or their agents. Also there is a condition, to compensate reduction in extent on survey and demarcation and to return the excess area if any to the Vendor. (Annexure I-IV).

Deed of Indenture No.1094 ME/ 12.12.1918

The prior document of this deed is pattom deed executed on 13th Kanni 1088 ME by Vanjippuzha Mattom in favour of Maman. This being Edvakai property, the Mattom enjoyed it free of tax. In 1956, Government of Travancore fixed basic tax and permitted to enjoy it on the same terms and conditions stipulated for Edvakai properties, and the Mattom conveyed it to Sri. Maman by pattom transfer deed.

In 1918, by deed of Indenture dated 12.12.1918 Maman Mappilla (Kandathil Cheriyan Mappila) and others (Co-owners) executed the deed in favour of Malayalam Rubber Produce Company Ltd 3343 acres, as against the lease property of 3174 acres for a remuneration of Rs. 1,25,000/-. The nature of transaction recorded therein is "hitherto for occupied or enjoyed these with and all the Estate right title interest property claim and demand what so ever of the said Vendors in to and upon the said lands tenement hereditaments premises and plantation intended to be hereby sold transferred granted conveyed and assigned or expressed so to be and every part thereof, to have and to hold the said lands tenements hereditaments premises and plantations hereby sold transferred granted conveyed and assigned or expressed so to be into and to the use of the company its successors and assigns upon the like tenure and subject to the like rents or taxes terms covenants conditions and provisions under which the same are now held by the Vendors but otherwise freed from all encumbrances".

The Vendors have clarified the difference in extent by referring to an appeal case of the Hon'ble High Court of Travancore (AS No. 16 of 1083). They also specified the liability of the Company (Vendee) to satisfy the future claim, put forth by the members of Vanjippuzha Mattam and enjoy the assets, collect rents and profits thereof and to receive the rent and profits thereof without any lawful eviction interruption claim or demand what so ever from or by the said vendors or any of them or their heirs executors administrators and assignees or the heirs of executors administrators and assignees of any of them or any other persons lawfully.

So undoubtedly, this 3343 acres is Edavaka property given on pattom.

(Annexure I-V)

Indenture deed No. 1600/1923 dated 8.3.1923

This Mother Document, Deed of Indenture, No. 1600/1923 dated 08.03.1923; (1098 ME) was executed at SRO, Kollam. There are references, therein indicating prior transaction which goes back to 1910. The Vendor of the deed is Malayalam Rubber and Produce Company Ltd., and Vendee is

Malayalam Plantations Ltd. The document goes to show that, Malayalam Rubber and Produce Company, Registered in 1908 had gone on liquidation and by 1923 they have transferred their assets "including tenements, hereditaments, premises, plantations, estates, lands and properties" of the Old Company to the New Company. It is also seen that, an agreement was executed between these two firms in 1921 which lead to the execution of the Mother Deed in 1923.

A reference is seen in the document which says that "Except as in such agreement is mentioned". This is an indication that there were assests (like company shares) other than landed properties. The specific reference made in pre-para, read with the reference noted above denotes that the deed is one of Transfer deed of what ever right they received from the Royal Family, as the Ruler was the sole owner of the landed properties of the Respective Region.

There existed Jenmi-Kudiyan Act of 1047 ME which was amended in 1932. Deed No. 1600/23 contains various clauses of the Agreement of 1921, executed between the Malayalam Rubber and Produce Company and Malabar Plantations. In addition to landed properties,, it involves money credits, assests, tea houses, coffee houses, rubber houses, godowns, stables , coolies and cattle's, erection and fixtures situated in lands granted, conveyed, and assigned. By this single document, Malayalam Rubber and Produce Company Ltd. transferred the following items to Malayalam Plantations Ltd. It is the follow up of an agreement arrived at in 1912 on the eve of the liquidation of the Company of the Vendor.

Details of documents of land possessed by HML in Travancore Area

Document No.	Nature of document	Name of Vendor & Purchaser	Nature of document & Extent(acres	Whether Lease & period	Survey No. (where available)
2	3	4	5	6	7
Document No. 1600/1923	Indenture Deed	Malayalam Rubber & Produce Com.Ltd. <u>Purchaser</u> Malayalam Plantations Ltd.,	25,630.93 2/3 Transfer of Estates and sale of other items	Indenture	
Details					
Venture Estate		SRO, Chenkottah	407.25 Acres	Lease	370/1,2,4, 5,6 etc.
Naganala Estate		SRO, Pathanamthitta	1376.53		875/1A, 1B,2 etc
Isfield Estate		SRO, Pathanamthitta	571.21		878/1,2,3, 4 etc
Armanad Estate		SRO, Pathanamthitta	1310.13		880/1,2,3, 4 etc
Florence Estate 1st bit IInd bit		SRO, Chenkottah SRO, Chenkottah	129.02 31.29		378/1,2 etc
Anachardic		SRO,Chenkottah	288.33		373/1,2,3
Little Anachardic		SRO,Chenkottah	225.69		372/1,2
Nedumpara		SRO,Chenkottah	231.17		375/1,3,4, 5
homestead to Nedumpara Estate		SRO,Chenkottah	07.35		350/1A & B
New Vark Panjan		SRO,Chenkottah	43.58		376
Upper Florence		SRO,Chenkottah	507.53 39.29		404
Chinna Panjanate		SRO,Chenkottah	53.40		377/1
Upper Anachardic		SRO,Chenkottah	11.81		374/1
Proposed		SRO,Chenkottah	127.80		386/1,2
Abad Block		SRO,Chenkottah	711.01		387/1,2,3, 4,5
New Swamagiri		SRO,Chenkottah	208.87		390/1,2,3, 4,5,6,7

Arndel Estate	SRO, Chenkottah	589.15	392/1,2,3,
Top Bungalow Compound	SRO, Pathanapuram	04.05	881/1,2,3
Widewhan Estate	SRO, Pathanapuram	437.24	877/1
Widewhan Estate	SRO, Pathanapuram	424.88	1/1,2,3 2/4,5,6 etc
Widewhan Estate	SRO, Pathanapuram	08.65	882/2
Widewhan Estate	SRO, Pathanapuram	162.61	874/1,2,3
Florence Estate	SRO, Chenkottah	38.30	350/3
Perdore No.2	SRO, Chenkottah	32.96	409
Kuravanchavala	SRO, Pathanapuram	1230.20	882/1A, 1B, 3A, 3B etc
Kathiruthi Estate	SRO, Chenkottah	123.73	368/1 369/1
New Panichimalai Estate	SRO, Chenkottah	123.73	359/1
Boyer Estate A	SRO, Peermedu	419.00	Not mentioned
B	SRO, Peermedu	405.15	
C	SRO, Peermedu	65.86	
Peruvanchanam Estate	SRO, Peermedu	783.88	Not mentioned
Widewhan Estate	SRO, Kanjirappally	491.30	235/2,3,4, 5,6,7,8, etc
	SRO, Kanjirappally	423.83	
	SRO, Kanjirappally	66.14	
Cheruvu Estate	SRO, Kanjirappally	1050.00	362/1 366/1 etc
	SRO, Kanjirappally	1050.91	
	SRO, Kanjirappally	16.19	
		2017.60	
Canvar Estate	SRO, Thodupuzha	1359.00	976/2 977/1 etc
	SRO, Thodupuzha	13.34	
	SRO, Thodupuzha	34.23	
	SRO, Thodupuzha	12.79	
	SRO, Thodupuzha	26.80	

Land and Building A		SRO, Pathanamthitta SRO, Pathanamthitta SRO, Pathanamthitta SRO, Pathanamthitta SRO, Pathanamthitta SRO, Pathanamthitta SRO, Pathanamthitta	1030.11 34.65 16.90 ½ 16.90 ½ 87.00 109.45		327/1 sub No. 1013 etc
Kumbazha		SRO, Pathanamthitta	3343.35		
Locnad Estate		SRO, Devikulam	1133.56		
Marale Estate		SRO, Devikulam	429.14		
Surianelli Estate		SRO, Devikulam	311.38		
	B	SRO, Devikulam	57.88		
	C	SRO, Devikulam	183.24		
	D	SRO, Devikulam	49.07		
	E	SRO, Devikulam	71.58		
	F	SRO, Devikulam	--		
	G	SRO, Devikulam	10.04		
	H	SRO, Devikulam	456.84		
	I	SRO, Devikulam	44.64		
	J	SRO, Devikulam	4.29		
	K	SRO, Devikulam	62.81		
	L	SRO, Devikulam	15.00 ½		
	M	SRO, Devikulam	165.82		
Gundamara Estate		SRO, Devikulam	601.66		
Ram Store Land		SRO, Pathanamthitta	63.00		
Janal Store Land		SRO, Pathanamthitta	0.02		
Cheruvally Cart Road		SRO, Pathanamthitta	0.05 ½		
		Total :	25,492.06 Acres		

Annexure I.VI may be seen

Document No. 2453/1923

This is an Indenture Deed made between the Rubber Plantations Investment trust Limited (Vendor) having its registered office at 1 to 4 Great Tower Street, London, Malayalam Plantations Ltd on 6th March 1923, selling a total extent of 2632.79 acres for 11,002 pound sterling. This does not seem to be an ordinary sale, since there are references on clearing the liabilities of share holders and allied matters of the Company.

The extent of lands and survey Nos are noted below:

Konny Estate

Indenture deed

Schedule-I	1754.23 Acres	Sy.No.544/1, 546/1
Schedule-II	13.81 Acres	419/1A, 419/1C, 419/1B
Schedule-III	21.20 Acres	541/1
Schedule-IV	831.52 Acres	545/1
Schedule-V	0.80 Acre	540/3A,3B
Schedule-VI	10.99 Acres	547/2 to 12
Schedule-VII	0.24 Acre	542/1
Total	2632.79 Acres	

Annexure I.VII may be seen.

Document No. 2454/1923

This Indenture Deed was executed on 21st June 1923. It covers 4843.23 acres. It is named as Vallardis Tea Estate Ltd. The Vendor and Vendee are George Albert John Barron, the liquidator on one part and Malayalam Plantations Ltd. on the other. The survey numbers involved schedule-wise are:

- 1) Sy.No.199, 94, 200,
- 2) 889.80 acres in Sy.No. 79, 80, 81, 82, 84
- 3) Land in Sy. No. 75,76
- 4) 740 acres in Sy. Nos. 138 etc.
- 5) 119.48 Acres

Total 4843.23 Acres
=====

Remuneration paid could not be made out from the deed. There is no reference about the title deed by which the Vendor acquired title over the property. (Annexure I.VIII)

Deed No.4185/1112

1937 July 20

This deed is between Travancore Government represented by Chief Secretary Sri. Rao Bahadur and Harrison and Crossfield. This is named Vallardis Estate, Peerumadu Taluk. Tax levied is one British Rupee per year. The extent is 3657 acres 99 cents and situated in Devikulam Division, Peerumade Taluk and Periyar Pakuthi. It is claimed to be grant subject to adjudication. (Annexure I.IX)

Deed No.2300/26 dated 01.04.1926

The deed is between European Plantations Ltd. Colonel John Drummand, Deen Drummand on one part and Malayalam Plantations on the other. Total extent involves 723.58 acres, of which 246 acres 7 cents stated to be pattom.

For determining the title of the Vendee over the remaining 577.51 acres, there is no reference about the title deed anywhere in the document. The remuneration is stated to be 55,000 sovereign.

The pattam arrangement between individuals (Jenmi-kudiyam) and Firms and individuals ceased to exist from 1.1.70. The area permitted to be held by the firm Malayalam Plantations could be determined as and when Taluk Land Board, Vythiri finalises the TLB case pending against the firm. (Annexure X)

The report of District Collector, Kollam addressed to TLB Chairman South Wayanad, No.L8-13419/72 dated, 4.7.1974, discloses that the Malayalam Plantations hold 9500 Acres of compact area which was treated as four estates known as Venture, Nagamala, Isfield and Ambanad in Edamon and Aryankavu villages of Pathanapuram Taluk. The holdings of individuals estates are detailed below:-

Venture Estate:-

This Estate comprises a total area of 891.77 hectares. It is mainly planted with rubber and tea. An extent of 456.45 hectares is under rubber and 238.20 hectares under tea. The lands occupied by the office building factories, godowns, quarters for workmen will be about 20.61 hectares. About 5.75 hectares of rubber plantation has been cut and removed for running electric transmission lines. There is an extent of 25.64 hectares of abandoned rubber plantation which is being replanted. An extent of 25.90 hectares of land is maintained as fuel reserve which has almost been cleared. The exact Sy. No. under which these lands comprise could not be known for want of the Litho map of the particular area. It appears that it may form part of Sy. No. 372 and 373 of Aryankavu village of Pathanapuram Taluk.

Nagamaia Estate:-

The estate has got a total extent of 970 hectares. Out of the above 970 acres rubber is cultivated in an extent of 681.55 hectares and tea in 124.98 hectares. An extent of 15.65 hectares is for roads, factories, quarters

for workmen, etc. Another extent of 15.74 hectares comes under the category of fuel reserve and 41.38 hectares swamps and streams. Further an extent of 12.01 hectares is land not suitable for cultivation being rocky. An extent of 8.83 hectares of land has been acquired by the Kallada irrigation Project. An extent of 90.10 hectares is wooded, and situated near Thenmala. This is comprised in Sy. No. 1/1 of Edamon village. Since there is forest growth, this area can be classified as private forest.

Isfield Estate:-

This estate is situated in Aryankavu village in Pathanapuram Taluk. It has got a total extent of 1080.96 hectares. An extent of 687.36 hectares is planted with rubber and 115.89 hectares with tea. Buildings, roads, factories, lanes etc. comes to 21.48 hectares. Streams and swamps constitute another 1.69 hectares Rubber trees in an extent of 10.70 hectares have been cut and removed for running high tension electric lines. An extent of about 84 acres of land has been given for the Nedumpara High School run by the Aryankavu Panchayat. There is an extent of 21.04 hectares maintained for fuel purposes.

Ambanadu Estate:-

This estate comprises a total area of 843.61 hectares. It is also mainly planted with rubber and tea. Rubber is planted in an extent of 290.10 hectares and tea in 412.29 hectares. Building, roads, factories, lanes etc. comes to 16.41 hectares. Streams, swamps, steep slopes, etc. comes to 13.05 hectares. An extent of 22.00 hectares of land is treated as area reserved as fuel and other ancillary purpose. The balance area of 89.76 hectares is grass lands and waste lands, etc. in the possession of the Company. This land is comprised in Sy.No.88 of Edamon and 392 of Aryankavu villages of Pathanapuram Taluk.

Pathanamthitta

The landed properties to Company in Pathanamthitta District consist of three estates namely,

Sl.No.	Name of Estate	Extent	
		Hectares	Acres
1.	Kumbazha	1044.97	2581.07
2	Koney	1063.28	2626.30
3	Lahai	1039.52	2567.61
	Total	3147.77	7774.99

Kumbazha Estate:-

This is situated in Malayalamuzha village of Pathanamthitta Taluk. It has got a total area of 1044.97 hectares. The classification of the land under various crops is as follows:

Sl.No.	Name of Estate	Extent	
		Hectares	Acres
1.	Rubber Plantation	763.47	1885.77
2	Tea plantation	261.22	645.21
3	Long adverse possession	0.84	2.07
4	Tea factory, office, quarters, etc	3.01	7.43
5	Other dry land now planted with jack trees, etc	16.43	40.58
	Total	1844	2500.96

1.96

Konny Estate:-

This is situated in Konni village of Pathanamthitta Taluk. It has got a total extent of 1063.28 hectares. The classification of land under different crops is as follows:

Sl.No.	Name of Estate	Extent	
		Hectares	Acres
1	Tea plantation	396.42	979.15
2	Rubber	296.72	732.89
3	Cocoa Plantation	2.43	6
4	Fuel clearing area	81.07	200.24
5	Labour colomes & garden	10.12	24.99
6	Roads, factories and its appurtenant	31.78	78.49
7	Rubber planted in 1971	10.12	24.95
8	Area used for cultivation of food	31.78	78.49
9	Wooded area with rocks hills etc including grass lands	221.37	546.78
	Total	1081.81	2672.07

Lahai Estate:-

This is situated in Perunad village of Pathanamthitta Taluk. It has got a total extent of 1039.52 hectares. Rubber is the principal crop. There is a large extent of wooded and uncleared area within the estate. This area can be treated as private forest. The classification of the area under different categories is as follows:

Sl.No.	Name of Estate	Extent	
		Hectares	Acres
1	Area under rubber	877.19	2166.65
2	Area set apart for rubber	8.09	19.98

3	Roads buildings and quarters	15.56	38.43
4	Fuel reserve	11.77	29.07
5	Abandoned rubber	4.65	11.48
6	Uncleared wooded area with rock etc	122.26	301.59
.	Total	1039.52	2567.59

In the objection statement filed by the Company (C.C.No.1776/13 of TLB South Wayanad dated 27-2-1979), it is inter alia stated that they have utilized part of the land for cultivating consumer crops like tapioca, paddy etc. This amounts to violation of conditions of lease contract.

Idukki

The landed holdings of Malayalam Plantation Limited in Idukki District.
(Estate Wise)

		Extent	
Sl.No.	Name of Estate	(Hectare)	Acre
1	Chenkara	372.78	920.76
2	Lockhart	1147.88	2835.60
3	Moongalar	916.43	2263.60
4	Dymock	419.82	1036.95
5	Wallardi	408.63	1009.31
6	Pottumala	300.28	741.69
7	Boyce	674.58	1666.22
	Total	4240.40	10473.13

Annexure I - may be seen.

The Company has alienated lands to the following persons by document noted against their name:

Name	Document No.	Extent	
		(Acre)	Hectares
Jayaram	152/70	7.00	2.83
S.Narakesan	153/70	10.00	4.84
A.Chinnayyan	154/70	10.00	4.84
H.Gunashekar	155/70	7.00	2.83
R.Kalaimani	156/70	10.00	4.84
K.Regghupathy	157/70	10.00	4.84
S.Ganesan	158/70	3.00	1.21
Jansi Rani	159/70	5.00	2.82
Churuli Amma.A	160/70	9.95	4.82
	Total	71.95	29.12

According to Chairman, TLB South Wayanad the following alienation has also taken place:

Odayath Damodaran	1615/67	Vythiri SRO	} 0.26 Acres
Vallikandan Abu	1816/67		

Kottayam

The land holding of the company in Kottayam District is calculated 3681.55 acres. This includes, 751.80 acres leased out by Travancore Devaswom Board. These are spread out in Manimala, Erumeli and Mundakkayam Villages. These lands should be resumed to government who can then lease it to Travancore Devaswom Board.

There are two divisions of plantation in Kottayam district. They are

1. Cheruvally Estate
2. Mundakkayam Estate

Jansi Rani	159/70	5.00	2.82
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The company had sold 2113.50 acres and 149.28 acres of land in favour of Gospel for Asia Charitable Trust vide Sale Deed No. 2323/05 dated 02.08.2005 and 2325/05 dated 2.8.2005 respectively. The company is paying tax for an extent of 571.04.20 acres. How they got saleable right over the property is not reported by the District Collector, Kottayam. (There is reference on land belonging to Edavaka right in the report of the District Collector. The right of Edavaka land was vested in government. The occupation in respect of these lands could only be regularized by operating the relevant provision of KLR Act, and Edavakas. How the company acquired TP right over the property is not enquired into by District Collector, Kottayam.)

II. Cochin Region

Moving on to Cochin area, the Company, obtained land to the extent of 6063.19 acres from the Diwan of Cochin by lease arrangement.

Annexure II may be seen

Thrissur

In Thrissur district, the company holds 6063.19 acres of forest land as per the report dated 21.03.2007 of District Collector, Thrissur. But, the land holdings of the company according to Taluk Land Board records is 6057.48 acres (report dated 27.07.1972 of District Collector, Thrissur addressed to Secretary, Land Board, Thiruvananthapuram). This includes two estates namely,

Kundai - 2607 acres - The Company utilizes this for the following purpose

Name of Estate	Extent	Reason for exemption
Kundai	2607.30 44.50	Rubber Plantation Buildings and Road
Moody	2761.15 47.40	Rubber Plantation Buildings and roads
Total	5460.35 Acres or 2210.66 Ha.	

No transaction has been made since 18.12.1957. Lands were leased out to the Company as per the following documents:

Name of Registry Office	Title Deeds No:	Extent/Acres
Nellayi Registry Office	1291/1086	140-94
	1292/1086	3522-05
	1435/1089	24-07
	2252/1092	5-02
	2385/1092	633-66
	148/1097	182-06
	148/1097	403-00
	1636/1103	546-68
	2817/1120	
	Total	6057-49 Acres

The Company has only leased properties in Thrissur District.

The Company has violated the conditions of lease by subleasing the land to outsiders for cultivation. An extent of 22.45 hectares of land was resumed as per GO(MS) No. 44/07 dated 08.02.2007 on account of violation of lease condition by the Company.

The original lessee was Mooply Valley Rubber Company. Their perpetual lease right was transferred to Harrison Malayalam Limited on 21.06.1928.

The list of Lease lands

Sl. No.	Lease Document No. and Date	Description of land	Extent in Acres	Period of lease	Remarks	Actual extent with HML in acres
1	26.01.1911	Lease Deed by Diwan of Cochin to K.K. Nicoil	6063.19			

Schedule of right of way as contained in the lease document:

- i. Karkuzhampadom (at Teak Plantation) to Kannattupadom and to Elicode
- ii. Kanamattupadom to Pattangal and on to Poycad thodu,
- iii. Chakkiparamba to Mooply Padom and on to Moopliampadom
- iv. From Mooply padom to tram way connecting up with road

Whenever so required by the lessor, the Lessees shall allow the Lessor to

open out draga patha of 17 feet - 0 feet width along the plantations to work out the timber extracted from the adjacent forest.

Should the Lessee relinquish the land before it has been cleared and planted, they shall pay to the sircar, the full rent of Rs.2/- from the day on which the land was given to them to the day on which they notify to the Sircar that they have relinquished.

The Government reserve to themselves the right to construct any roads, channels, or public buildings required, the public convenience and for making the lands accessible, but when improved lands are taken up for such purposes, the improvements shall be paid for at a fair valuation.

The Government also reserved to themselves the right over all running water beyond the quantity necessary for the plantation through which it passes.

Schedule

Taluk	-	Mukundapuram
Village	-	Varathrapilly
Registration District	-	Nellayi

Ernakulam

The company, holds 5.63.114 acres of land in Mattanchery village as detailed below:

<u>Village</u>	<u>Survey No</u>	
Mattanchery	955/1	3.84.500 acres
	956	
	960	
	961	
	2320/2	
	2321	
	953/1	
	954/1	
	2319	
	2330/1	
	952	
	2319/2	3.118 acres
	952/1	
	963/1	
	1196(Lincene-Cochin Thirumala devaswam)	5.716 acres
	1196	0.112 acres

		5.63.114 acres
		=====

III. Malabar Region

Malabar Region formed part of undivided Madras state. Part of present Palghat, Malappuram, Kozhikodu, Wayanad, Kannur and part of Kasaragod Districts formed Malabar District.

The title deeds of land involved in Malabar area were executed in RO's Vythiri, Chenkalpatta and Gudalloor. List of documents may be seen in Annexure VIII.

A probe on the acquisition of right title and interest over the properties by the Company, takes back to the period of execution of lease deeds and sale deeds executed by the former occupant East India Tea and Produce Company, which had its Head quarters at London, with their unit at noor.

Document No. 2804/1923 and document No.2805/1923 executed at S.P.O. Chenkalpatta involves the total extent of 23608.33 acres of land.

The holding are Government property given on lease and lease of land from Jenmies. Whatever right East India Tea and Produce Company enjoyed in Malabar was transferred to Malayalam Plantation. The land involved in the deed includes land given by Government as grant, patta land owned by East India Tea and Produce Company, lease properties of Jenmies like Kanjukrishnan Nair, Sankaran Nair, Achuthan Nair, Moopil Nair and Mariveettil Chandu Nair and a few others. Category wise details is as below:

Details of documents of land possessed by M/s HML in Wayanad district

Document Vol. I

Sl. No.	Nature of Document	Nature of Vendor & Purchaser	Nature of right	Corresponding Back document	Nature of Document & Extent (Acres)	Whether Lease & Period	Name of Lesser	Name of Estate
1	2	3	4	5	6	7	8	9
1	Inde S.P.O. Chenkalp Dee	1.East Indian Tea and Produce Co.Ltd.	Patta	37/1908 of SRO, Vythiri dated 13.2.1908	(Patta & Jenmo m) 483.94 acres	Indenture		Achool Estate
		2.George Albert John Barron	Lease Schedu le V VI	37/1908 of SRO,Vythiri dated 13.2.1908	Lease (Extent shown as above) 169.65 acres	Lease 99 years From 13.8.1886 1985	Kunhi krishn an Nair	Achool Estate
		3.Rubber Plantation s Investmen ts Trust	Lease	417/1912 of SRO,Vythiri dt.22.10.1 912	Lease 1255.06 Acres	Lease 99 years from 24.6.1912 2011	Anoth Sanka ran Nair	Achool Estate
		(Vendors)						

		Represent ed by Richard Keen Walker and	Lease	157/1910 of SRO, Chingalpet ta dt.18.1.19 10	To hold & assigne d for ever 1409.56 Acres			Palcoo Estate
		The Malayala m Plantation s Ltd.(Purc haser)	Lease	Doc. No.2034/1 923	Lease 23.74 Acres	Lease for 99 years from 01.07.191 4 2013	Anoth Sanka ran Nair	Achooi Estate
			Lease	330/1910 of SRO,Ching alpetta dt- 18.4.1910	Lease 3246.45 Acres	Lease,Per iod expires on 23.06.201 1 2011		
			Lease	311/1913 of SRO,Vythiri dt.24.7.19 13	Lease 1664.47 Acres	Lease 99 years from 26.1.1917 2012		Kallur Estate
			Lease	332/1908 of SRO Chingalpetta dt. 28.3.1908	Lease 4494.64 Acres	Lease 99 years from 1.12.19 04 1-12-2003	Krishnan Mooppil	Chulloden Estate
			Lease	159/1910 of SRO Chingalpetta dt. 18.2.1910	Lease 572.20 Acres	Lease 99 years from 21.8.19 09 21.8.2008		Anappara Estate
			Patta	159/1910	Patta land 0.26 Acres	Compan y acquire d from Govt.		

	"	"	Pa tta & Le as e De ed	1162/1907 of SRO Chingalpetta dt. 20.12.1907	Patta & Lease 871.30 Acres	Patta & Lease		Puthumal Estate
	"	"	Pa tta & Le as e	246/1908 of SRO Chingalpetta dt. 12.3.1908	Patta & Lease 2999.09 Acres	Patta & Lease		Puthumal Estate
	"	"	In de nt ur e De ed	1012/1909 of SRO - Chingalpetta dt. 9.11.1909	Indentur e 100 Acres	Inden- ture Deed		
	"	"	Le as e De ed	730/1909 of SRO Chingalpetta dt. 19.6.1909	Lease 887.88 Acres	Lease		Thoverimala Estate
	"	"	Le as e De ed	1163/1907 of SRO Chingalpetta dt. 19.12.1907	Lease 1053.77 Acres(ou t of this 97.31 Acres situated in Nenmeni Village of Wayan- nad	Lease for 50 years from 12.1.18 74 12.1.1924	Ookaran Nair, Kunji Ammal, Rarappan & Chandoo Nair	N extent of 95 46 situated in Gudallur, Tam Nadu

"	"	Planta tions Ltd (purchase r)	"	48/1908 of SRO Chingalpetta dt. 6.1.1908	Lease Situates. in Tamil Nadu			
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"	"	"	"	38/1908 of SRO Chingalpetta dt. 13.1.1908	Situates in TamilNad u State		
"	"	"	"	649/1908 of SRO Chingalpetta dt. 27.6.1908	Situates in TamilNad u State		
"	"	"	"	56/1909 of SRO Gudaloor dt. 29.4.1909	Situates in TamilNad u State		
"	"	"	"	731/1908, 1909 of SRO Chingalpetta dt.	Situates in TamilNad u State		
"	"	"	"	158/1910 of SRO Chingalpetta dt. 18.2.1910	Situates in TamilNad u State		
"	"	"	"	1034/1910 of SRO Chingalpetta dt. 18.11.1910	Situates in TamilNad u State		

Volume II

2805/ 1923 SRO Ching alpett a dt. 25.9. 1923	inden ture Deed	1. Mepp adi Waya nad Tea Com. Ltd	Indenture	776/1910 of SRO Chingalpetta dt. 15.9.1910	Lease 1150.64 Acres	Lease for 99 years from 12.2. 1875	Ookara n Nair
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12.2.1974

			2. George Albert John (Barro n (Vend ors)						
22	"	"	Malay alam Planta tions Ltd (purc haser)	Lease	1082/1910 of SRO Chingalpetta dt. 17.12.1910	Lease 793 Acres	Lease for 50 years from 12.1.1874 12-1-1927	Ookara n Nair, Kunji Amma, Rarapp an & Chando o Nair	
23	"	"	Malay alam Planta tions Ltd (purc haser)	Lease	182/1911 of SRO Chingalpetta dt. 21.2.1911	Lease 931.21 Acres	Lease for 96 years from 4.8.1870 4-8-1946	Athik odan Thena purat h Edathi Koma ppan Nair, Chapp unni Nair, & Embic hi Nair	Ar ta Es

24	"	"		Lease	2031/1923 of SRO Chingalp etta dt. 14.7.1923	Lease 121.32 Acres	Lease perio d not menti oned	Athikodan Thenapura th Edathil Mariveettil Chathu Nair	
25	"	"		Sale	2032/1923 of SRO Chengal petta dt. 14.7.1923	Indenture 0.99 Acres			

26	"	"	"	Sale	400/1916 of SRO Vythiri dt.21.11.1916	Sale deed (Theeratharam) 1.39 Acres		Kunnummel Ammini	
27	"	"	"	Indenture	2030/1923 of SRO Chingalpetta dt.14.7.1923	Lease 16.84 Acres		Athikodan Thinapurath Edathil Mariveettil Chathu Nair	
28	"	"	"	Sale	2033/1923 of SRO Chingalpetta dt.14.7.1923	Indenture 7.61 Acres			
29	"	"	"	Kanam	1071/1910 of SRO Chingalpetta dt.7.12.1910	Kanam Right 1389.48 Acres		Panthaman galath Ramunni Nair	
30	"	"	"	Indenture	197/1911 of SRO Chingalpetta dt.7.2.1911	Indenture 21.29 Acres			
31	"	"	"	Indenture	884/1910 of SRO Chingalpetta Dt.14.10.1910	Indenture 516.43 Acres	884/1910 of SRO Chingalpetta dt.14.10.1910		
32	"	"	"	Indenture	1060/1921 of SRO Chingalpetta dt.6.4.1921	Indenture 382.58 Acres			
Total						23608.33			

It is observed that Harrison Malayalam Limited has encroached upon forest land and is using as plantation. The Company transferred their lease right over certain properties to outsiders and subleased the lease hold right in certain other case. The Company is also holding time expired lease properties. They have sold 4409.32 acres of land to several individuals in Malabar as per the figure arrived at by the former.

Wayanadu

The Harrison Malayalam Limited has 7 Estates in Wayanad District. They are :

1. Achoor Estate
2. Peringoda Estate
3. Chundale Estate
4. Puthumala Estate
5. Thovarimala Estate
6. Wentworth Estate
7. May field Estate

Achoor Estate:- Tenancy right acquired as per document No.2604 dated 23.6.1912 of SRO, Chengalpett, Madras - perpetual I case 99 years.

Arappatta Estate :- Kottamai Village - Tenancy right acquired on 23.8.1867 for a term of 99 years as per document No.507 dated 7.9.1876 of SRO, Chalapuzha.

Moopainad Village : - Lease hold right acquired as per Document No.2305/1923 of Registering Officer, Madras, Chaglpet for a period of 99 years.

In addition to the lands mentioned in annexure A of the document, the Company in possession of the following Government lands also in South Wayanad Taluk.

Village	R.S	Classification	Extent
Achooranam	27	Tea	0-71
Moopainad	977	Tea	0-04
	978		0-19
	979		0-20
	980		0-15
	981		0-14
	982		0-15
	983		0-20
	984		0-20
Moopainad	985		0-10
	986		0-09
	987		0-15
	988		0-21
	996		0-01
	997		0-05
	998		0-04
	999		0-02
	1000		0-03
	1001		0-04
	1002		0-05
	1003		0-03
	1004		0-05
	1005		0-01
	1006		0-01
	1009		0-01
	1010		0-01
	1012		0-01
	1013		0-01
	1014		0-01
	1015		0-01
			2-94

These are Government lands obtained on lease by the Company. The land in R.S.No.27 of Achooranam village (0.71 acres) was given to the company on short term lease and it was last renewed for 2 years from 1.4.72 by the Tahsildar, South Wayanad in ref K.Dis.4684/ dated 7.8.72. The other items in Muppainad Village shown above are Road Poromboke.

M/S Malayalam Plantation Company Ltd have disposed of an extent of 975.57 acres of land after 1.7.69. Out of this, the lands in R.S.Nos 1188, 1187 and 1186 shown against Survey numbers 1 to 37 were private forest at the time of transaction. The remaining lands shown against survey numbers 38 to 52 were other Dry lands (38 acres or 15.20 standard acres). Details of documents by which 27.36 acres of land in R.S.343/1 to 4 and 1.65 acres in R.S.147/6 B pt. of Nenmeni-village were transferred to Sri.Valimoolakrishna Chetty.

An extent of 291.34 acres of land under the possession of the company is under litigation. Available details have been furnished in Annexure .This may be seen at Annexure IV

Kozhikode

From the documents given in Appendix V it is seen that the company had land in Thiruvampady Desam, Chathamangalam village, Kunnamangalam Sub Taluk of Kozhikode taluk.

The landed holdings held by Malayalam Plantation is primarily lease hold right and free hold right given by His Highness the Maharaja of Travancore, in southern districts, from Diwan on behalf of His Highness the Maharaja of Cochin and lease from Jenmmies of Malabar area purchased by East India Company and certain British citizens. List of deeds containing the extent involved and nature of in Malabar area right may be seen in Appendix VI (25 documents).

General

Extent of land held on lease/Jenmam/freehold all over the State are:

	Land on Lease (Acre)	Registered Land Patta (Acre)	Total
Travancore	40446.58	6646.07	47092.65
Cochin	6068.82	nil	6068.82
Malabar	19252.35	4355.98	23608.33
TOTAL	65767.75	11002.05	

Grand Total

= 76769.80 Acres

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4. Lands Alienated by HML

The details of lands alienated by M/s. HML is as below:

Sl. No.	Document No. & Date	SRO	Vendor	Vendee	Extent (Acre)	Estate
1	1150/1/04 31.3.2004	Peermade	HML	Boyce Rubber Estate (P) Ltd.	1665.16	
2	2840/05 23.06.2005	Punalur	HML	M/s Riya Resorts and Properties	206.50	Copy not available
3	2329/2005 1.8.2005	Erumely Cheruvally Estate	HML	K P Yohannan	2263.00	Cheruvally
4	Property sold in Idukki District				71.95	
5	Property sold in Kollam District				4041.79	
6	Malabar Area				4409.32	
TOTAL					12658.16	

Under the KLR Act 1963 any alienation of property post commencement of the Act read with KLR (Ceiling) Rules, 1970 are invalid unless it is under Section 84. None of the alienations enumerated above are established as permissible. Furthermore, in the documents based on which M/s HML have acquired rights over these lands have all specified that any alienation by way of sale or transfer has to be with the permission of the Government. In none of the cases government permission was sought. Furthermore, as the successor-in-interest of the properties, M/s HML can exercise only those rights which the predecessors enjoyed. The documents already states that the lands will be utilized only for the purpose for which they are assigned, whether on leasehold or freehold. In other words, all the above alienations are illegal. This is in no way a complete list. The TLB, Vythiri will have to examine this further to obtain list of all alienations carried out.

Annexure IV

5. Court cases

The following cases related to M/S. HML are pending:

1. WP(C)No.28115/05 filed by M/s.Riya Resorts and Properties Private Limited (Land of Malayalam Plantation in Thenmala, Kollam Dist)
2. WP(C) No.28870/06 filed by Sri.P.R.Harikumar, Advocate, High Court of Kerala- Public Interest petition on possession of excess land - sale of Cheruvatty Estate in Kottayam Dist, to 'Gospel for Asia', Thiruvalla. The petitioner and respondents were heard on 24.11.06. M/s. HML, produced some documents to prove their ownership/title over the property. The Secretary, Land Board examined the genuineness of the documents and reported that M/s.HML does not have undisputed marketable right over the property.
3. WP(C) No.789/07 filed by Sri.C.R.Najeeb possession of excess land including Thenmala, HML sold to Riya Resorts and properties. Heard the petitioner on 20.4.07. Sri.Najeeb produced some documents to prove his arguments, and argued that HML has no right over the land. The petitioner had been informed that Government will examine all this aspects after getting the report of the HLC and finalise the matter.
4. WP(C) No.6411/07 filed by Sri.V.Venugopal, the Chief Manager, HML challenging the order resuming 22.45 hectares of Forest Land in Varantharappally Village, Mukundapuram Taluk, Thrissur District. As per the discussion with the Government Pleader, a statement has been filed on behalf of Government on 7.9.07.
5. WP(C) No.6511/07 filed by Sri.K.V.Johny, Injakundu, Thrissur to direct the Secretary, Forest and Revenue to recover the estates which are handed over to HML. HML is felling valuable trees and against the inaction of Government officials. Statement on behalf of Government to be filed.

Government have produced all the files before the Division Bench as advised by the Advocate General, on 29.6.07. The Court considered Government submission and gave three months time from 29.6.07 for the HLC to finalise its report.

6. Findings

Based on the documents obtained by the Committee, M/s. HML has 76769.80 acres of land in Kerala. The Taluk Land Board (TLB), Sulthan Bathery through Order No.TLB 317/81 dated 02.07.82 declared 1845.22 acres of land of M/S. HML as surplus. M/s. HML contested the above decision. It filed CRP No.3661/82 before the High Court against the Order of TLB, Sulthan Bathery (became Vythiri later).

After 11 years, the High Court passed order dated 25.11.1993 by which the entire surplus land case under KLR Act, 1963 pertaining to M/s. HML was remanded to the TLB for passing fresh orders.

Meanwhile, in cases before the Forest Tribunal, 1400 ha. of land with M/s. HML was declared to be forest land. This led to MFA No. 537/95 being filed before the High Court against the Order of the High Court, both the State and M/s. HML filed SLPs Nos. 24750/2003 and 21521/2002 before the Supreme Court. These cases are still under litigation.

The pendency of the SLP before the Supreme Court was no bar to the TLB taking up the reopened surplus land case. In fact, the TLB and SLB laboured under the misconception that the TLB case files were also under submission before the Supreme Court. So, after High Court decision of 1993, for 14 years the surplus land case in the name of M/s. HML languished. Even in late 2006, the representative of M/s. HML submitted that in his view the whole issue was 'subjudice' due to the SLP pending before the Supreme Court. Thus, officials got misled, did not apply themselves nor care to delve into the issue. Some perhaps chose to be misled.

At the first meeting of the reconstituted High Level Committee held in October 2006, directions were given to the DC, Wayanad to trace out the TLB case files. It had already been confirmed from the Law Officer in Delhi that the case files were not traceable with the Law Officer or the State Standing Councils there.

Persistence yielded result: the case files were traced out in Sub Court, Pathanamthitta and these were retrieved. M/s. HML had filed OSNo.27/00 before that Sub Court and the TLB case records had been produced there. As per the letter of the Chairman, TLB, Vythiri it is stated that the case No. O.A.26/75 is under trial and good portion of the land can only be taken only after the final judgment. Through his letter dated 7.7.1999 the TLB Chairman had intimated that the case records related to the ceiling case were sent to the hon. High Court of Kerala. On 10.2.1998 in connection with the MFA. The TLB could not pass revised orders due to non availability of case records and the fact that the cases were spread out in many courts. The TLB might have been able to pass revised orders if the records were available in time. It had been informed to the District Collector, Wayanad by the Land Board D.O letter dated 23.01.2000 that resurvey had to be conducted to know the accurate extent of land possessed by M/s. HML. Therefore, directions were given to the District Collector, Wayanad to bring the fact to the notice of Government and the Director of Survey to ascertain the real state of affairs of the land possessed by HML.

It has to be construed that the motive of M/s. HML by filing a number of cases in courts is only to delay the proceedings and thereby to drag on the process of taking possession of the excess land by Government.

It is necessary to examine how the enquiry by the High Level Committee impacts upon the TLB case. The terms of reference of the Committee is as contained in the G.O and the Report is for submission before the Government. The case before the TLB, Vythiri is based on the KLR Act and the TLB is a quasi-judicial authority under the Act. M/s. HML has lands in 8 districts with maximum extent falling in Wayanad. Therefore, the case is before TLB, Vythiri in wayanad. The said TLB now has to examine all relevant documents, hear the parties and pass orders on the surplus land case. This will be done by the TLB as laid down in the relevant Act and Rules.

Scrutiny of documents has shown that M/s. HML has 76,769.80 acres of land. This makes them the biggest landholder in the State. It is a poor

reflection on the overall enforcement of the KLR Act that the ceiling case of M/s. HML could not be finalized even after 44 years of the Act coming into force. This is perhaps one of the main reasons behind the PIL's. It is necessary for efficient administration that the ceiling case is adjudicated and decided for a closure.

It is also to be noted that during the past years M/s. HML has alienated lands. There has been no examination as to whether the alienations were legally permissible. M/s. HML as well as vendors of these properties have been representing before the authorities for effecting mutation. In some case mutation has been effected. Whether such mutations are as per rules needs review. Whether M/s. HML had alienable rights over these lands needs verification. Then, if so alienable, had M/s. HML followed the conditions under the KLR Act.

M/s. HML for obvious reasons has shown no interest or urgency in getting along with the ceiling case. Taking advantage of administrative procrastination & delays in disposal of cases, M/s. HML has without following procedures and with impunity alienated lands. The KLR Act, 1963 aims at tenancy reforms: distribution of surplus land from the land owners to the landless. It is a poor reflection on the enforcement of this Act that the case pertaining to a major landholder, viz, M/s. HML, remains undecided till date.

7. Recommendations:

The recommendations of the High Level Committee are as follows:

1. Scrutiny of documents and reports received has shown that M/s. HML has 76,769.80 acres of land in its name. This is way above the figures indicated in the return submitted by M/s. HML before the TLB and the documents produced before the Committee. This discrepancy in figures shows that, first, complete documents have not been provided by M/s. HML. Second, their holdings have not been verified systematically. In order to make sure that no holdings are left out, a complete verification of all land records in the State and records in Registration Office may be done. This is the first and important step which it is possible to do within a short period.
2. The lands alienated by M/s. HML after 1.1.1970 is detailed in the report (Annexure 4). Total area alienated is 12,658.16 acres. All the cases of alienations are in violation of the KLR Act, 1963. Hence it is recommended that all cases of alienations may be cancelled after following due procedure.
 - 2.1 In all the cases of alienation which have come to light registration of sale documents was carried out without verifying whether the vendor had alienable rights. This is in violation of KLR Act & Transfer of Registration Rules. Hence the registrations carried out in violation of ToR Rules may be cancelled after following procedures. Apart from these cases registration of sale of lands of M/s. HML is known to have been carried out in at least one such case, viz, the case where NEST Industries is the vendee. The alienation is in violation of statute hence not permissible.

- 2.2 Registration Department should fix responsibility for the above cases of irregular registration and take strong action against officials found guilty.
- 2.3 In this regard the stand often taken by the Registration Department that while considering documents for registration it is not their responsibility to check the saleability of the property or whether the vendor has alienable rights, is totally untenable. It is due to such a mistaken stand that we have come across the ludicrous cases of vendors registering a sale document for over which the vendor obviously has no alienable rights and without the knowledge of the vendee. Before registering a document the Registration Department needs to carry out certain verifications. In addition, government needs to seriously examine and effect amendments to the ToR Rules so that:
- (i) Photographs and finger printing of vendor and vendee, (ii) Record of Rights to prove the saleable rights of the vendor, (iii) Simplified format for a sale/purchase document and (iv) connectivity between Revenue and Registration Departments and (v) declaration that no land ceiling case for the transacted land is pending be made compulsory. Until that is done such large scale violations of the rules will continue. Illegal transactions, misuse of Power of Attorney and shady deals by the land mafia will also continue.
- 2.4 The mutations carried out of lands based on the erroneous registrations need to be cancelled. This includes the mutation by M/s. HML of lands in Appendix .
- 2.5 Strong action is recommended against the revenue officials who carried out these mutations.
- 2.6 It is evident to the Committee that M/s. HML has been surreptitiously alienating properties in Kerala. This is in

blatant violation of the KLR Act. However, this has not been brought to the notice of the Courts in a suitable manner. The alienations are to defeat the provisions of the KLR Act and hence to be automatically rendered null and void vide Sections 120 and 120A r/w Section 84. This fact should be clearly brought to the notice of the Courts through the counters and affidavits to be filed on behalf of the government. Further, these affidavits should be prepared through proper co-ordination between different government departments handling the issue, especially Revenue and Forest. It has taken this Committee months to get a written report from Forest Department, and that too was not a comprehensive one. Hence, being such a big case, all land related issues of M/s. HML should be discussed and sorted out at a inter-departmental Standing Committee which may be set up for this purpose, jointly chaired by the Minister (Revenue) and Minister (Forest). In addition, to the instant case, this can be the forum to discuss and settle similar other cases where Revenue and Forest have joint interest.

- 3.1 As the land ceiling case was allowed to languish for no reason, the records were declared 'missing' and pending cases in Courts were not followed up, there arose the need for the High Level Committee. The case before the TLB, Vythiri has finally taken off after 14 years. Now without further delay, the case should be adjudicated and final orders issued. The tracing out of documents from the State Archives and examining these documents which has been done by this Committee, should actually have been done by the TLB and the DC's concerned, where lands with M/s. HML are situated. Now there is no reason why the TLB, Vythiri cannot pass final orders in this case within 2 months.

3.2 Taking M/s. HML case as a test case, the Committee has been able to analyse and comprehend the criminal delay taking place in disposing of land ceiling cases by TLB's. Directions may be given to the State Land Board and CLR to ensure that all ceiling cases pending before the TLBs are disposed of within the next 6 months. As regards the ceiling cases pending before the Courts, the SLB needs to follow up these cases for getting hearing expedited. The cases should also be adequately defended in Court. The "linked" cases, such as the SLP against the MFA decision on M/s. HML, need to be vigorously pursued. If after 44 years of coming into force of the KLR Act, 1963, the original case is still not decided by the TLB, that negates the very spirit behind the Act. It implies that for 44 years the parties continue to enjoy the lands which may have been rendered surplus; illegal alienation of these lands have taken place with impunity; and the landless who should have benefited from the take-over and distribution of surplus lands are deprived from the benefits due to them. Thus, the Act remains only on paper. The Committee therefore strongly feels that the ceiling cases should now be decided in a time-bound manner. Failure to do so should attract strong action. It is abominable, for instance, that the average number of cases being disposed of by all the TLBs together annually is on an average just six.

4. M/s. HML holds certain properties under leasehold. This covers an extent of 65,767.75 acres on leasehold. The alienability of these properties are subject to the conditions laid down in the documents. These conditions have systematically been violated by M/s. HML. Furthermore, these include properties for which M/s. HML acquired leasehold rights subject to certain use restrictions. In Thrissur district, for instance,

forest land has been sub-leased by M/s. HML for non-forest purposes. M/s. HML has also shown propensity to alienate these lands and has actually done so in some cases. It is, therefore, recommended for all such leased properties of M/s. HML wherever there is violating of lease condition, the lands may be resumed forthwith by Government following due procedures. The use and lie of these lands should be verified. Where the land requires day-to-day maintenance and running (if it is a plantation) government may make arrangements to continue with this use to prevent any immediate hardship to the workers who may be engaged there. However, on overall terms, such lands will also need to be surveyed and protected as is being recommended heretofore.

5. Certain lands as per documents available are under 'freehold' ownership of M/s. HML. The extent is seen to be 11,002.05 acres. On scrutinizing the documents it is found that 'the freehold' is a conditional 'freehold'. In other words, the land is 'freehold' subject to its use remaining the same as identified and also subject to the condition that no alienation of these lands is permitted without permission of the government. Hence in all cases where freehold land has been alienated by M/s. HML in violation of these conditions, the lands will be resumed by government following due procedure.

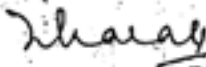
That leaves the leasehold and 'the freehold' lands which are not alienated, whose use has not been changed and for which the conditions in the deeds are not violated in any manner whatsoever. These lands are basically those regarding which the TLB will need to adjudicate. As

recommended earlier, the TLB, Vythiri should pass final order in the case within two months maximum

7. The extent of lands involved here is over 76,769 acres. These lands have never been surveyed. The documents through which M/s. HML claim rights are often vague and incomplete: most of them do not mention the Survey Numbers of the lands. Hence, the lands, including those recommended to be taken over, should immediately be surveyed. Using special staff the survey should be done within one month to enable the TLB, Vythiri to have the benefit of the information. It is noteworthy that even in a document of 1909, M/s. HML and their predecessors are alleged to have been encroaching on government lands. If this were the situation a hundred years ago, it can be safely deduced that encroachments by M/s. HML exists. However, this needs to be ascertained and verified. This will be possible only through the comprehensive survey recommended above. Encroachments, if any, should be removed and lands taken-over by government.

8. Regarding fixing responsibility on officers, where acts of omission or commission are suspected, para 2 above may be seen. The extraordinary delay in handling the M/s. HML ceiling case, the transfer of lands carried out by M/s. HML, the delay noticed at every point could not be possible without administrative connivance. In fact, in the case of alienation of land by M/s. HML to Riya Tours & Travels, government questioned the stand taken by the District Collector, Kollam and the CLR to deny the vendor mutation. Again, it is amazing that for 14 years, in a huge land ceiling case where thousands of acres of land is involved, government never thought it fit to raise the question

regarding the ceiling case pending before the TLB. All concerned, willingly or otherwise, chose to remain within the maze of misinformation that the case in the Supreme Court prevented the TLB to conduct its hearing. The role of the petitioners in raking up the issue through public activism which led to the setting up of the High Level Committee deserves commendation. Under the circumstances, more detailed investigation alone can reveal acts of omission or commission, if any, of officials in this case


27099
Chairperson, High Level Committee
&
Principal Secretary, Revenue,
Government of Kerala.



As per the order of R.D's letter no: 4/21/K4/84

THE COMPANIES ACT, 1956

dated 22-10-1984
the Company changed to
Harrison Malayalam Ltd. W-2-form
29-10-1984.

PUBLIC COMPANY LIMITED BY SHARES

Sandhan
Registrar of Companies,
Kerala, Cochin - 682 011

MEMORANDUM OF ASSOCIATION

OF
HARRISONS MALAYALAM LIMITED.
~~MALAYALAM PLANTATIONS (INDIA) LIMITED~~

- I. The name of the Company is "Malayalam Plantations (India) Limited".
- II. The Registered Office of the Company will be situated in the State of Kerala.
- III. (A) The main objects to be pursued by the Company on its incorporation are:
 - (1) To acquire, take-over and amalgamate as a going concern all or any of the assets, liabilities and undertaking in India of Malayalam Plantations Limited, a company incorporated under the laws of England and having its registered office at 1-4, Great Tower Street, London EC3R 5AB in the United Kingdom and its principal office in India at Bristow Road, Cochin-3, Kerala, South India, for the purpose of carrying on the objects mentioned in clause (2) below.



- (2) To cultivate, grow, cure, prepare for market, manufacture, blend, export, import, sell, dispose of and deal in or with tea, tea-seeds, rubber, rubber seeds, tobacco, cocoa, cardamom, cloves, cocoanuts, copra, coconut fibres, sugar, spices, coffee, cinchona, opium, citronella, palmarosa, vines, rice, paddy, cereals, cotton, flax, grain and fruit, silk, pepper, guano and agricultural and other products of all sorts, and generally to carry on the business of planters in all its branches and growers of and dealers in produce and merchandise.
- (B) The objects incidental or ancillary to the attainment of the above main objects of the Company are:-
- (1) To purchase, lease or otherwise acquire, hold, sell, develop, manage, work, exchange, make advances upon, turn to account, dispose of and deal in, or in any interest in lands concessions, estates, plantations, and agricultural plantations, forest and trading rights in any part of the world;
 - (2) To buy, sell, improve, manage, lease, turn to account, dispose of and deal in plantations, land or landed estates, stock, stations, wool, cattle, shares, securities, merchandise and other property, and as regards land to develop the resources thereof by clearing, draining, road making, farming, grazing, planting, building, improving, mining, settling and constructing works and conveniences of all kinds, whether public or private;
 - (3) To manufacture, buy, sell and deal in bone or other artificial manure, machinery of all kinds for processing of tea, rubber, coffee and any of the aforesaid products, to carry on business as warehousemen, shippers, exporters of the products and machinery as aforesaid and to prepare, manufacture and render marketable any of the products as aforesaid and deal in or dispose of any such products either in its prepared, manufactured or raw state and either by wholesale or retail.

5 DEC 1977

(9) 210: 19794 Val Rs. 50
23.12.77


Sold to Malabar Plantations
(India) Limited Cash in - 3.
to be linked with no: 19793.

M. N. Anandavally

M. N. ANANDAVALLY,
DISTRICT CHART VENDOR,
ERNAKULAM.

Receipt No.	1393
Date	4.1.78
Amount Rs.	785.00 (For Rs. 29100)
Cashier	
Supervisor	4.1.78
Director	
Registered / Not Recorded	5/1
Document Passed by	15/1/78

Company No.	2947	Transients No.	-1-
Registered / Re-issued	5.1.1928		
Date of Destruction	Permanent		
Name of Officer / Addl. Registrar			



sell, barter, exchange, export or import or otherwise deal in, as wholesalers or retailers or both and either as principals or agents, all kinds of goods, products, wares, merchandise, materials, commodities, articles and things in which the company is authorised to carry on business. (4)

- (5) To apply for, acquire by purchase or otherwise in any part of the world and to make, build, construct, alter, maintain, enlarge, pull down, remove or replace, improve and to work, manage and control any buildings, offices, factories, mills, shops, machinery, engines, roads, ways, tramways, railways, branches or sidings, bridges, cableways, canals, furnaces, reservoirs, water-courses, wharves, electric works and other works and conveniences which may seem calculated directly or indirectly to advance the interests of the company, and to join with any other person or company in doing any of these things.
- (6) To buy, sell, manufacture, repair, alter, improve, exchange, let out on hire, import, export and deal in all factories, works, plant, machinery, tools, utensils, appliances, apparatus, products, materials, substances, articles and things capable of being used in any business which this company is competent to carry on or required by any customers of or persons having dealings with the company or commonly dealt in by persons engaged in any such business or which may seem capable of being profitably dealt with in connection therewith and to manufacture, experiment with, render marketable and deal in all products of residual and by-products incidental to or obtained in any of the businesses carried on by the company.
- (7) To purchase, take on lease or tenancy or in exchange, hire, take options over or otherwise acquire for any estate or interest whatsoever and to hold, develop, work, cultivate, deal with and turn to account concessions, grants, decrees, licences, privileges, claims, options, leases, property, real or personal, or rights or powers of any kind which may appear to be necessary or convenient for any business of the company and to purchase, charter, hire, build or otherwise acquire vehicles of any or every sort or description for use on or under land or water or in the air and to employ the same in the carriage of merchandise of all kinds or passengers and to carry on the businesses of owners of trucks, trams, lorries, tractors, motor cars and of ship-owners and lightermen and owners of aircraft in all or any of their respective branches.
- (8) To acquire from any person, firm or body corporate or unincorporate, whether in India or elsewhere, technical information, knowhow, processes, engineering, manufacturing and operating data, plans, lay-outs and blue prints useful for the design, erection and operation of plant required for any of the businesses of the company and to acquire any grant or licence and other rights and benefits in the foregoing matters and things.
- (9) To sell, exchange, mortgage, let on lease, royalty or tribute, grant licences, easements, options and other rights over and in any other manner deal with or dispose of the whole or any part of the undertaking, property, assets, rights and effects of the company for such consideration as may be thought fit and in particular for stocks, shares, whether fully or partly paid up, or securities of any other company.
- (10) To pay for any rights or property acquired by the company and to remunerate any person, firm, or body corporate rendering services to the Company either by cash payment or by allotment to him or them of shares or securities of the company as paid up in full or in part or otherwise.
- (11) To lend and advance money, either with or without security and give credit to such persons (including Government) and upon such terms and conditions as the Company may think fit.
- (12) To undertake financial and commercial obligations, transactions and operations of all kinds.
- (13) To guarantee the performance of any contract or obligations of and the payment of money of or dividends and interest on any stock, shares or securities of any company, corporation, firm or person in any case in which such guarantee may be considered likely directly or indirectly to further the objects of the company or the interests of its shareholders.


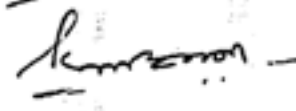
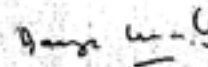
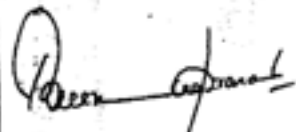
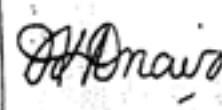
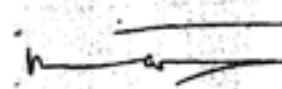
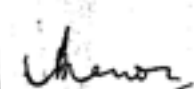
- (14) To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture-stock, contracts, mortgages, charges, obligations, instruments, and securities of any company or of any authority, supreme, municipal, local or otherwise or of any persons whomsoever, whether incorporated or not incorporated and generally to guarantee or become sureties for the performance of any contracts or obligations.
- (15) To invest any moneys of the company in such investments (other than shares or stock in the company) as may be thought proper and to hold, sell or otherwise deal with such investments.
- (16) To receive money on deposit or loan and borrow or raise money in such manner as the company shall think fit, and in particular by the issue of debentures, or debenture-stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other person or company of any obligation undertaken by the company or any other person or company as the case may be.
- (17) To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.
- (18) To apply for, purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patents, patent rights, brevets d'invention, trade marks, designs, licences, protections, concessions and the like conferring any exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention, process or privilege which may seem capable of being used for any of the purposes of the company or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use, exercise, develop or grant licences or privileges in respect of, or otherwise turn to account, the property, rights and information so acquired and to carry on any business in any way connected therewith.
- (19) To expend money in experimenting on and testing and in improving or seeking to improve any patents, rights, inventions, discoveries, processes or information of the company or which the company may acquire or propose to acquire.
- (20) To establish, provide, maintain and conduct research and other laboratories, training colleges, schools and other institutions for the training, education and instruction of students and others who may desire to avail themselves of the same and to provide for the delivery and holding of lectures, demonstrations, exhibitions, classes, meetings, and conferences in connection therewith.
- (21) To acquire and undertake all or any part of the business, property and liabilities of any person or company carrying on or proposing to carry on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company.
- (22) To carry on, either solely or in partnership with other companies, corporations, body corporate, firms or individuals all kinds of agency business and to undertake or take part in the supervision or control of the business or operations of any person, firm, body corporate, company association or other undertaking and to act as Agents, Registrars, advisers, Consultants of such person, firm body corporate, company association and for such purpose or purposes to appoint and remunerate any officers of the company, accountants or other experts or agents.
- (23) To procure the registration or recognition of the company in or under the laws of any place outside India.
- (24) To form, incorporate or promote any company or companies, whether in India or elsewhere, having amongst its or their objects the acquisition of all or any of the assets

or control, management or development of the company or any other objects or object which in the opinion of the company could or might directly or indirectly assist the company in the management of its business or the development of its properties or otherwise prove advantageous to the company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered in obtaining subscriptions for or placing or assisting to place or to obtain subscriptions for or for guaranteeing the subscription of or the placing of any shares in the capital of the company or any bonds, debentures, obligations or securities of the company or any stock, shares, bonds, debentures, obligations or securities of any other company held or owned by the company or in which the company may have an interest or in or about the formation or promotion of the company or the conduct of its business or in or about the promotion or formation of any other company in which the company may have an interest. (6)

- (25) Subject to the provisions of the Companies Act, 1956, to amalgamate or to enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint-adventure or reciprocal concession or for limiting competition with any person or persons or company or companies carrying on or engaged in, or about to carry on or engage in or being authorised to carry on or engage in, any business or transaction which the company is authorised to carry on or engage in or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company.
- (26) To enter into any arrangements and to take all necessary or proper steps with Governments or with other authorities supreme, national, local municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the company or effecting any modification in the constitution of the Company or furthering the interests of its members and to oppose any such steps taken by any other company, firm or person which may be considered likely directly or indirectly to prejudice the interests of the company or its members and to promote or assist the promotion, whether directly or indirectly, of any legislation which may appear to be in the interests of the company and to oppose and resist, whether directly or indirectly, any legislation which may seem disadvantageous to the company and to obtain from any such Government authority or any company any charters, contracts, decrees, rights, grants, loans, privileges or concessions which the company may think it desirable to obtain and carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges or concessions.
- (27) To adopt such means of making known the products of the company as may seem expedient and in particular by advertising in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.
- (28) To undertake and execute any trust, the undertaking of which may seem to the company desirable and either gratuitously, or otherwise and vest any real or personal property, rights or interest acquired by or belonging to the company in any person or company on behalf of or for the benefit of the company, and with or without any declared trust in favour of the company.
- (29) To apply the assets of the company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in anywise connected with any particular trade or business or with trade or commerce generally and particularly with the trade including any association, institution or fund for the protection of the interest of masters, owners and employers against loss by bad debts, strikes, combinations, fire, accidents or otherwise or for the benefit of any clerks, workmen or others at any time employed by the company or any of its predecessors in business or their families or dependents and whether or not in common with other persons or classes of persons and in particular of friendly, co-operative and other societies, reading rooms, libraries, educational and charitable institutions, refectories, dining and recreation rooms, churches, chapels, schools and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscriptions for any purpose whatsoever.
- (30) To aid, pecuniarily or otherwise, any association, body or movement having for an object the solution, settlement, or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

E
(9)

Name, address, description and occupation of each subscriber.	Number of Equity shares taken by each subscriber.	Signature
1. SAMUEL KURUVILLA. Son of late. T. C. Kuruvilla. 621/24H. E.R.G. Road. Cochin-18. CHARTERED ACCOUNTANT.	(10) Ten	
2. PANANGHAT KOCCHUKRISHNA MENON Son of Sri M. Krishna Menon 'K. C. Kelly', Dutch Cemetery Road Company Executive. Cochin-1.	(10) Ten	
3. K. GEORGE MATHEW Son of late A. V. Mathew New Road, Chittoor. Cochin-15. Chartered Accountant.	(10) Ten	
4. BELUR KASTURIENGAR KRISHNA PRASAD Son of B. V. K. Iyengar XXV/525, Lakshmi Nihar, Warrior Road COCHIN. 16. Chartered Accountant.	(10) TEN	
5. THUNDATHIL KESAVAPILLAY VELAYUDHAN NAIR Son of late P. V. Gopala Pillay, XL/414, Poroth Road, COCHIN-17 Company Executive.	(10) TEN.	
6. KONDATTIRA MUDDAPPA GANAPATHY Son of late K. B. Muddappa 29, Dutch Cemetery Road, Cochin-1 Company Executive	(10) TEN.	
7. SHANKAR MENON Son of V. R. Menon XXVI/985A Chittoor Road, Cochin-16. Company Executive	(10). TEN.	
Total shares (70) Seventy		

Dated this 4th day of January 1978

Witness to the above

Signatures:

(Sd.)

Name: P. L. AUGUSTINE,

Son of P. P. LONAN,

House Name: PAZHAMPILLY HOUSE,

Full address: MEENADIP, ADVOCATES, COCHIN 682011.

Designation: STENOGRAPHER.



Form I. R.

CERTIFICATE OF INCORPORATION

No. 2947 of 19 78

I hereby certify that MALAYALAM PLANTATIONS
(INDIA) LIMITED

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is Limited.

Given under my hand at Cochin this Fifth

day of January

One thousand nine hundred and Seventy eight.



(Sd.)
(P. S. Anwar)
Registrar of Companies
Kerala

(TRUE COPY)

16
STAMPED RUPEES ONE HUNDRED AND FIFTY

THE COMPANIES ACT, 1956

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF
MALAYALAM PLANTATIONS (INDIA) LIMITED

The name of the Company is "Malayalam Plantations (India) Limited".

The Registered Office of the Company will be situated in the State of Kerala.

(A) The main objects to be pursued by the Company on its incorporation are:

- (1) To acquire, take-over and amalgamate as a going concern all or any of the assets, liabilities and undertaking in India of Malayalam Plantations Limited, a company incorporated under the laws of England and having its registered office at 1-4, Great Tower Street, London EC3R 5AB in the United Kingdom and its principal office in India at Bristow Road, Cochin-3, Kerala, South India, for the purpose of carrying on the objects mentioned in clause (2) below.
- (2) To cultivate, grow, cure, prepare for market, manufacture, blend, export, import, sell, dispose of and deal in or with tea, tea-seeds, rubber, rubber seeds, tobacco, cocoa, cardamom, cloves, coconuts, copra, coconut fibres, sugar, spices, coffee, cinchona, opium, citronella, palmarosa, vines, rice, paddy, cereals, cotton, flax, grain and fruit, silk, pepper, guano and agricultural and other products of all sorts, and generally to carry on the business of planters in all its branches and growers of and dealers in produce and merchandise.

(B) The objects incidental or ancillary to the attainment of the above main objects of the Company are:-

- (1) To purchase, lease or otherwise acquire, hold, sell, develop, manage, work, exchange, make advances upon, turn to account, dispose of and deal in, or in any interest in lands, concessions, estates, plantations, and agricultural plantations, forest and trading rights in any part of the world.
- (2) To buy, sell, improve, manage, lease, turn to account, dispose of and deal in plantations, land or landed estates, stock, stations, wool, cattle, shares, securities, merchandise and other property, and as regards land to develop the resources thereof by clearing, draining, road making, farming, grazing, planting, building, improving, mining, settling and constructing works and conveniences of all kinds, whether public or private.
- (3) To manufacture, buy, sell and deal in bone or other artificial manure, machinery of all kinds for processing of tea, rubber, coffee and any of the aforesaid products, to carry on business as warehousemen, shippers, exporters of the products and machinery as aforesaid, and to prepare, manufacture and render marketable any of the products as aforesaid and deal in or dispose of any such products either in its prepared, manufactured or raw state.

22

We, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Name, address, description and occupation of each subscriber.	Number of Equity shares taken by each subscriber.	Signature
1. SAMUEL KURUVILLA, Son of Late T. C. Kuruvilla, 621/XLII, E. R. O. Road, Cochin - 18. Chartered Accountant.	(10) TEN	Sd.
2. PANANGHAT KOCHUKRISHNA MENON, Son of Shri M. Krishna Menon, 'Kilkelly', Dutch Cemetery Road, Cochin - 1. Company Executive.	(10) TEN	Sd.
3. K. GEORGE MATHEW, Son of Late K. V. Mathew, New Road, Kaloore, Cochin - 18. Chartered Accountant.	(10) TEN	Sd.
4. BELUR KASTURIENGAR KRISHNA PRASAD, Son of B. V. K. Iyengar, XXXV/525, Lakshmi Vihar, Warriam Road, Cochin - 16. Chartered Accountant.	(10) TEN	Sd.
5. THUNDATHIL KESAYAPILLAY VELAYUDHAN NAIR, Son of Late P. V. Gopala Pillay, XL/414, Ponoth Road, Cochin - 17. Company Executive.	(10) TEN	Sd.
6. KONGETTIRA MUDDAPPA GANAPATHY, Son of Late K. B. Muddappa, 29, Dutch Cemetery Road, Cochin - 1. Company Executive.	(10) TEN	Sd.
7. SHANKAR MENON, Son of V. K. Menon, XXXVI/985A, Chittoor Road, Cochin - 16. Company Executive.	(10) TEN	Sd.
Total shares	(70) SEVENTY	

Dated this the 4th day of January 1978.

Witness to the above
Signatures: (Sd.)

Name: P. L. Augustine
Son of P. P. Lonan
House Name: Pazhampilly House
Full address: Menon & Pai, Advocates, Cochin 682 016
Designation: Stenographer



Form I. R.

CERTIFICATE OF INCORPORATION

No. 2932 of 19 77

I hereby certify that HARRISONS AND CROSFIELD
(INDIA) LIMITED

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is Limited.

Given under my hand at Cochin this First

day of November

One thousand nine hundred and Seventy seven.



(Sd.)
(P. S. Anwar)
Registrar of Companies
Kerala

(TRUE COPY)

No.	Names, addresses and Descriptions and occupations of subscribers.	Signature
1.	PUTHENPARAMBIL MATHEW CHACKO, Son of Mr. P. C. Mathew, 46/488, Power House Extension Road, Cochin - 18. Engineer	Sd.
2.	KOLLAMKULAM GEORGE MATHEW, Son of Late K. V. Mathew, XLVII/611, New Road, Kaloor, Cochin - 18. Chartered Accountant	Sd.
3.	SAMUEL KURUVILLA, Son of Late T. C. Kuruvilla, 621/XLII E R G Road, Cochin - 18. Chartered Accountant	Sd.
4.	B. K. KRISHNA PRASAD, Son of B. V. K. Iyengar, XXXV/525, Lakshmi Vihar, Warriam Road, Cochin - 16. Chartered Accountant	Sd.
5.	MAKKUNI KUNHIKANNAN NAMBIAR, Son of Late M. K. Nambiar, XL/1064, Shenoy Road, Kaloor, Cochin - 18. Company Executive	Sd.
6.	KANDRATMANDA GANAPATHY NANDA, Son of Late Dr. K. A. Ganapathy, XI/636, Beach Road, Cochin - 682 001. Company Executive	Sd.
7.	THUMPASSERY JOSEPH THOMAS, Son of T. J. Joseph, XXXVI/985, Chittoor Road, Cochin - 16. Company Executive	Sd.

Dated this the 28th day of October 1977.

Witness to the above Signatures:

(Sd.)

P. L. Augustine
Son of P. P. Lonan
Menon & Pai, Advocates
Cochin 682 016
Stenographer

HARRISONS & CROSFIELD (INDIA) LTD.

B. K. K. PRASAD
Authorized Signatory.

STAMPED RUPEES ONE HUNDRED AND FIFTY

THE COMPANIES ACT, 1956

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF
HARRISONS AND CROSFIELD (INDIA) LIMITED.

- I. The name of the company is "Harrisons And Crosfield (India) Limited".
- II. The Registered Office of the company will be situated in the State of Kerala.
- III. (A) The main objects to be pursued by the Company on its incorporation are :-
 - (1) To acquire and take over as a going concern or otherwise, by purchase, transfer, merger, amalgamation or by any other method, the assets, liabilities and undertaking in India, of Harrisons & Crosfield Limited a company incorporated under the Laws of the United Kingdom and having its Registered Office at 1-4, Great Tower Street, London EC3R 5AB in the U. K. and its principal place of business in India at Cochin, Kerala, for the purpose of carrying on the objects mentioned in clauses (2) to (6) below.
 - (2) To carry on the business of planters, importers, exporters, blenders, manufacturers and distributors of tea, coffee, rubber, cardamom, cinchona, tobacco, cocoa and other products of the soil and general merchants and dealers of and in foreign produce and commission and estate and general agents and to carry on the business of cultivators, winners and buyers of every kind of plantation crops, vegetable or other produce of the soil and to prepare, manufacture and render marketable any such produce, and to sell, dispose of and deal in any such produce, either in its prepared, manufactured or raw state, and either by wholesale or retail.
 - (3) To enter into, execute, and carry on any contracts in relation to, and to construct, maintain, alter, repair, pull down and restore, either alone or jointly with other companies or persons, works of all descriptions including wharves, docks, piers, railways, tramways, waterways, roads, bridges, electric installation work, transmission towers, conveyors, bunkers, silos and all types of liquid storage tanks, warehouses, factories, mills, engines, machinery, railway carriages and wagons, ships and vessels of every description, gas works, electric works, water works, drainage and sewage works and buildings of every description.
 - (4) To buy, sell, improve, manage, lease, turn to account, dispose of and deal in plantations, land or landed estates, stock, stations, wool, cattle, shares, securities, merchandise and other property, and as regards land to develop the resources thereof by clearing, draining, road making, farming, grazing, planting, building, improving, mining, settling and constructing works and conveniences of all kinds, whether public or private.
 - (5) To carry on all or any of the business of civil, mechanical, electrical, constructional, structural and general engineers, planners and designers and to enter into, execute and carry on any contracts in relation to and to undertake the complete design, fabrication and erection of all types of heavy and light structural steel work of welded, riveted and bolted

SCHEDULE

SCHEDULE OF PARTICULARS OF PROPERTIES FREEHOLD AND LEASEHOLD OF HARRISONS & CROSFIELD (INDIA) LTD

PART I - FREEHOLD

Sl. No.	Date of Acquisition	Name and address of the seller/owner	Location	Survey Nos.	Extent (Acres)	Remarks
1.	29-4-1912	Mr. D. C. Cameron, Merchant, Quilon.	Quilon District, Quilon Taluk, Quilon Village.	7450, 7453, 7454 & 7456	5.56.000	
2.	23-1-1922	M/s. Chisolm Ewart & Co., Quilon.	do.	7491, 7492/1, 7493 A & B, 7495, 7496, 7497, 7500, 7501, 7502, 7503, 7504, 7505, 7498/2	9.04.150	
3.	14-10-1910	Mr. D. C. Cameron, Merchant, Quilon.	do.	7483	0.75.000	
4.	29-4-1912	do.	Quilon District, Quilon Taluk, Eravipuram Village.	240	3.93.000	
5.	7-8-1912 23-9-1914	Mr. N. P. Kesava Pillai, Quilon. London Missionary Society.	do.	6, 7, 8 B, 1057	8.19.162	
6.	27-3-1911	Mr. D. C. Cameron, Merchant, Quilon.	Quilon District, Quilon Taluk, Vadakkevila Village.	83/10 12/3	0.22.000	15 cents Leased to Bharat Refineries for 20 years from 1-4-1961
7.	29-4-1912	Mr. D. C. Cameron, Quilon.	Quilon District, Quilon Taluk, Quilon Village.	7458	0.27.000	
8.	20-12-1929	Mrs. Lakshmanan, Quilon.	Quilon District, Quilon Taluk, Vadakkevila Village.	83/22 B 83/34	0.30.000	Leased to Dr. Paul Christian for 30 years from 26-7-1956
9.	2-10-1946	The Administrative Officer, Cochin Harbour, Cochin.	Ernakulam District, Cochin Taluk, Fort Cochin.	31/1 31/2 A	0.72.000	
10.	6-3-1961	M/s. Aspinwal & Co. Ltd., Cochin.	do.	50/1	1.00.000	
					<u>29.98.312</u>	

PART II - LEASEHOLD

Sl. No.	Date of Acquisition	Name and address of the seller/owner	Location	Survey Nos.	Extent (Acres)	Remarks
1.	11-5-1953	Government of India represented by Cochin Harbour Administration	Willingdon Island, Cochin - 682 003.		2.48.000	Lease for 30 years from 11-5-1953
2.	20-10-1912	Government of Kerala	Quilon District, Quilon Taluk, Quilon Village.	8326	0.71,280	Kuthagapattom
3.	10-10-1918	do.	do.	8326	1.42.000	do.
4.	27-2-1915	do.	Quilon District, Quilon Taluk, Eravipuram Village.	5	0.66,000	do.
					<u>5.27.280</u>	
5.	1923	The Commissioner for the				

Proceedings of the District Collector, Kollam.
(Present: B. Srinivas I.A.S.)

LS-407 3/03

Dated 22-2-2006

Subj:- W.P.(C)34177/2005 of the Hon'ble High Court of Kerala filed by M/s Riya Resorts and Properties Ltd., Mumbai - application for mutation of property-disposed of - orders issued.
Ref:- Judgment dated 31/1/2006 in WP(C)34177/2005.

The Manager, M/s Riya Resorts and Properties Private Ltd., Mumbai has filed W.P.(C) 34177/2005 before the Hon'ble High Court of Kerala to issue direction to the respondents (State) to effect transfer of registry of an extent of 206.51 acres of lands comprised in survey numbers 1/1, 1/2, 1/3 etc of Thenmala village purchased from M/s Harrison Malayalam Ltd., Kochi, as per Sale Deed No:2850/2005 dated 23/6/05 of S.R.O. Punalur. After admission of the writ petition in file, the Hon'ble High Court have disposed the case with a direction to the second respondent, District Collector, Kollam to take decision on his request for mutation of ownership of properties as per rules, within a period of 3 months from the date of receipt of copy of judgment from the petitioner. Accordingly, the Manager M/s Riya Resorts and Properties Ltd., Mumbai has produced a copy of judgment in the above case before this office for further action as directed in the judgment.

Synopsis of the case of the applicant is furnished here under. The Manager, M/s Riya Resorts and Properties Private Ltd., Mumbai has submitted an application before me on 13/6/05 together with a copy of Sale deed No: 2850/2005 dated 23/6/2005 of S.R.O., Punalur connected with the purchase of an extent of 206.51 acres of lands in sy.no: 1/1/1, 1/2, 1/3, 2/4, 2/5, 2/6, 2/7, 2/8, 2/9, 2/10 and 2/11 of the present Thenmala village (old Edam on village) from M/s Harrison Malayalam Ltd., Kochi and requested me to issue suitable direction to the Tahsildar, Pathanapuram to mutate the ownership of the said properties in his name. In the meantime Shri.C.R.Najeeb, Member, District Panchayat representing Pathanapuram Division has filed an objection petition before me against the request of the Riya Resorts and Properties Private Ltd on the ground that the lands mentioned in the above Sale deed are Government owned forest lands leased out by the erstwhile Government of Travancore to M/s Malayalam Plantations Ltd., London, in the year 1906, for Rubber cultivation for a period of 99 years and that the period of lease is over by 2005 and therefore requested to resume the lands from the lessee and distribute the same to the landless scheduled caste families in this District. Shri.Najeeb has filed a similar complaint before the Hon'ble Chief Minister of Kerala also on the above lines and also alleging that the 206.51 acres of land sold by Harrison Malayalam Ltd., as per the above Sale Deed is a part of the 252 acres of land declared as surplus land to be surrendered to Government by the Harrison Malayalam Company as per the proceedings No:T.B(SW)No:37/81 dated 27/82 of the Taluk Land Board, Vythiri. This petition has also been received in this Office from the Chief Minister's Office for enquiry and report.

In view of the directions received from the Chief Minister's Office and in view of the petition submitted by Shri.C.R. Najeeb before me, I have examined the details of

previous ownership of the disputed lands. On verification of the document No:2850/05 referred to above, it has been revealed that the mother firm of Harrison Malayalam Ltd., is M/s Malayalam Plantation Ltd., 1 to 4 House, Great Tower Street, London, and that they have secured title over the disputed lands from M/s Malayalam Rubber and Produce Company Ltd., 1 to 4 House, Great Tower Street, London as per document No:1600/1098ME dated 8/3/1923 of SRO, Kollam. Therefore a copy of the above document has been obtained from the applicant and examined. It is seen from the above document that the same relates to the sale of 25630.93 2/3 acres of forest land under the possession of M/s Malayalam Rubber and Produce Company Ltd., London, spread over at various parts of the State, including the disputed lands situated in Thennala Division in Pathanapuram Taluk of this District to M/s. Malayalam Plantations Ltd., London for a consideration of 303487 pound sterling. But the details as to whether the lands sold are registered land, having valid title, whether those lands have tax assessment and T.P. right in Village Office as in the case of other registered lands, whether the vendors have saleable right over the land and how they have got title over the lands mentioned in the sale deed are not seen furnished in the above document. In the absence of the above mentioned details, the document No: 1600/1098ME dated 8/3/1923 cannot be considered as a valid document for the purpose of giving title in village records. But it is seen that, even in the absence of those details, the purchaser M/s Malayalam Plantation Ltd., London could secure T.P. right to the disputed lands vide T.P.No. 4 of Thennala village in one way or other. This has to be subjected to detailed enquiry.

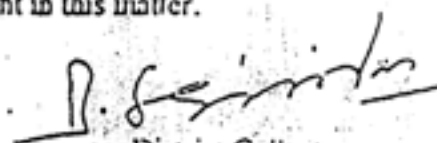
Similarly, another grave defect noted in the sale deed No:2850/2005 in favour of Riya Resorts and Properties Private Ltd., Mumbai is that, the extent of lands sold from each survey/sub division numbers with its boundaries to identify the lands are not mentioned in the schedule of the document. The total area of the lands in survey Nos. 1/1,1/2,1/3,2/4,2/5,2/6,2/7,2/8,2/9,2/10 and 2/11 is 424.80 acres as per T.P.No: 4 of Thennala Village, whereas the lands sold from the above survey/sub division numbers is only 206.51 acres. To identify the lands purchased by M/s Riya Resorts and Properties Private Ltd., the boundaries and measurements of land in each survey/sub division numbers have to be clearly mentioned in the document, for effecting further sub division vide rule 12 of the TR Rules, if the lands are to be mutated in future.

As regards the other complaint regarding surplus land, the orders issued by the Taluk Land Board, Vythiri as per proceedings No: TLB(SW)No:37/81 dated 2/7/82 have been obtained and verified. It is seen from the above proceedings that an extent of 252 acres of land possessed by Harrison Malayalam, Ltd have been ordered to be surrendered to Government by the Company as surplus land, under KLR Act from the lands in Edamon village as pointed out by Sri.C.R.Najeeb. But as the survey numbers of the lands to be surrendered by the Company are not seen mentioned in the proceedings of the Land Board, it appears difficult to know whether the lands now sold by Harrison Malayalam Ltd, and those ordered to be surrendered by the Company as per the orders of the Taluk Land Board, Vythiri are one and the same. Unless and until it is proved beyond doubt that M/s Malayalam Rubber and Produce Company Ltd., London has very clear title over the lands mentioned in the document No:1600/1098ME, to sell the same to M/s Malayalam Plantations Ltd., London, a favourable decision on the application of M/s

Riya Resorts and Properties Private Ltd., Mumbai for mutation of the lands in question cannot be taken. These facts have been intimated to the counsel of the Riya Resorts at the time of conducting the personal hearing in the matter in my chamber on 28/12/2005. Thereafter the allegations raised by Shri.C.R.Najeeb have been subjected to a discussion in the State Assembly and Government have constituted a High Level Committee as per G.O.(Rt) No:6562/05/RD dated 16/12/05 to enquire into the allegations with regard to the lease of forest lands given by the former Government of Travancore. The report of the Committee is yet to be submitted to Government.

In obedience to the directions of the Hon'ble High Court in its judgment in WP34177/05 dated:31/1/06, I have examined the averments raised by the counsel of the firm Advocate P.Krishnakutty Nair. All those averments were related to the various transactions of landed properties in Thiruvananthapuram Division made by Harrison Company after the year 1923 (i.e., after the execution of the document No:1600/1098ME in favour of their mother firm, M/s.Malayalam Plantations Ltd., which are irrelevant with the main dispute. The main question to be answered here is whether the Malayalam Rubber and Produce Company, London has any absolute title over the properties in question at the time of execution of the sale deed No:1600/1098ME and if so, how they have got it. The counsel of M/s Harissons Malayalam Ltd could not give me a clear answer to this question. In short, in the absence of the details such as

1. clear records proving title of Malayalam Rubber and Produce Co.Ltd., London over the disputed lands.
2. details of land sold from each survey and sub division numbers with its well defined boundaries.
3. details of lands ordered to be surrendered by Harrison Malayalam Ltd., Kochi as surplus land under KLR Act, it will not be possible to consider the request of M/s Riya Resorts and Properties Private Ltd., Mumbai, to mutate the 206.51 acres of land in question in their name. Therefore the application dated 13/6/05 filed by M/s Riya Resort and Properties Private Ltd to get the properties mentioned above mutated in their name is rejected. However, since the above matters are being enquired into in detail by the High Level Committee constituted by Government as per G.O.(Rt) No:6562/05/RD dated:16/12/05, suitable action will be taken in due course after getting directions from Government in this matter.


District Collector,

To

- M/s. Riya Resorts Pvt. Ltd., Gulab Building properties,
237 D Mellow Road, Mumbai.
(through Adv. P. Krishnan Kutty Nair, Adv. No.4, Balakrishna buildings,
Malloor Road, Thiruvananthapuram.)
- Copy to: The Additional Chief Secretary to Government, Revenue (A) Department,
Secretariat, Thiruvananthapuram
The Land Revenue Commissioner, Thiruvananthapuram.

This is the true copy of the document marked as Exhibit.P
referred to in the above w.p.(C)

Advocate

PROCEEDINGS OF THE COMMISSIONER OF LAND REVENUE
(Public Office Buildings, Museum Junction, Trivandrum-33)

(Present : Dr. Nivedita. P. Haran, I.A.S.)

No. RR3-1703/06

Dated :21.4.2006.

Sub:- Transfer of Registry - appeal petition filed by M/s.Riya resorts
and Properties (P) Limited, Mumbai - reg.

Ref:- 1. Petition dated 22.3.2006 filed by M/s.Riya Properties and
Resorts and properties (P)Ltd.

2. Report No. L5-40703/05 dated 6.4.2005 of the District
Collector, Kollam.

This is an appeal petition filed U/s 20 of the Transfer of Registry
Rules, 1966 by M/s Riya Resorts and Properties (P) Ltd. against the Order
No. L5-40703/05 dtd. 22-02-2006 of the District Collector, Kollam.

Brief History of the Case :-

The Manager, M/s Riya Resorts and Properties Ltd. as per his letter
dtd. 13-08-2005 has produced a copy of document No. 2840/2005 dated 23-
06-2005 of sub Registrar office, Punalur relating to the purchase of 83.6
hectare (206.50 Acres) of land comprised in Sy. Nos. 1/1, 1/2, 1/3, 2/4, 5, 6, 7,
8, 9, 10 & 11 of Thenmala Village, from M/s Harrison Malayalam Ltd., Kochi,
before the District Collector, Kollam and requested to issue directions to
the Tahsildar, Pathanapuram to mutate the properties in their name. In this
stage one Sri. C.R. Najeeb, Member District Panchayat representing
Pathanapuram has filed a petition raising objections against the mutation
of lands purchased as per the above document. The main objection in the
petition is that the land sold by M/s Harrison Malayalam Ltd. is the forest
land leased out by the Maharaja of Travancore to Malayalam Plantation
Ltd., London for rubber cultivation and the Malayalam Plantation
authorities have secured T.P. right to those lands by adopting foul means.
In the meantime M/s Riya Resorts and Properties Ltd. has filed W.P.(C)
34177/2005 and obtained orders from the High Court directing the District
Collector, Kollam to take a decision in this matter within three months from
the date of receipt of a copy of judgment.

In order to comply with the direction of the Hon'ble High court, the District Collector Kollam examined the matter in detail and rejected the application for mutation vide proceedings No. L5-40703/05 dtd. 22-06-2006. This appeal is filed against the above order of the District Collector.

The counsel for the petitioner was heard. The counsel submits that the present petition is an appeal filed under Rule 20 of Transfer of Registry Rules 1966. Even though the case is not 'pending before' the District Collector, the Commissioner Land Revenue (erstwhile Board of Revenue) has the authority to consider appeal against District Collector's order. The Counsel argued that the order of the District Collector dtd. 22-02-2006 is bad in law for the following reasons. The District Collector heard the counsel of the petitioner in December, 2005, however, while filing reply to the High Court on the same matter in January, 2006, the District Collector did not make any mention of the said hearing. Also, copy of the Government order setting up the High level Committee constituted by the government and mentioned in District Collector's order were not made available to the petitioner or his counsel. Further, the order of the District Collector refers to objection petition filed by Sri. C.R. Najeed against the request of the petitioner. The counsel for the petitioner argues that he did not receive an opportunity to question Sri. Najeed, nor was Sri. Najeed present during the hearing before the District Collector. Similar was the case when the matter came up before the Tahsildar where again the petitioner or his counsel did not get an opportunity to question Sri. Najeed regarding the complaint made by him.

The counsel further contends that records produced by him show that Government acquired forest land from survey numbers which have now been purchased by the petitioner and for which Government paid compensation to M/s Harrison Malayalam Ltd. and Malayalam Plantation Ltd. Quoting from the Forest Manual the counsel states that the said land was once forest land, over which the owners have freehold right. Finally, it is argued that mutation does not confirm ownership. Regarding ownership the jurisdiction lies with the Civil Court. Thus, even after mutation is allowed but later if ownership is not established in favour of the petitioner the latter has to surrender the land. The Petition has been denied by the District collector only for political reasons, the counsel argues.

ORDER

Detailed examination of the documents reveal that there is lack of clarity regarding ownership transfer of ownership and saleable rights of transferee of the lands under question. Given the above, the District Collector's order dated 22-02-2006 is quite comprehensive. Regarding complaint of the petitioner not receiving copy of the order of the Government dtd. 16-12-2005 setting up the High Level Committee, a copy can be made available to him after he so request. Through the said order of Government, the High level Committee has been assigned responsibility to conduct a detailed enquiry with special reference to ^{inter alia} details of land given to the Harrison Malayalam Plantation Company on lease, the terms of lease including lease period, whether lease conditions have been violated, surrendering of excess land and whether there was any laxity on the part of concerned officials. M/s Riya Properties and Resorts (P) Ltd. purchased the properties mentioned from Harrison Malayalam Plantations. Any decision on the ownership rights and mutation of properties in favour of the former is quite clearly linked with the ownership rights of the latter. Hence any decision on the present petition can be made only after the High Level Committee has filed its final report and a decision taken thereon. Under the circumstances, the order issued by the District Collector, Kollam is upheld and the petition filed before this authority rejected.

[Signature]
COMMISSIONER (LR)

To

M/s Riya Properties and Resorts (P) Ltd.
Gulab Building, Ground floor 237,
P.D. Mellow Road, Munnai - 400 001
(Through Sri. P. Krishnankutty Nair, Advocate, Vanchiyoor,
Thiruvananthapuram - 5

Copy to: The District Collector, Kollam with the file No. LS-40703/05 (Page 20 + 954) through Registered Post.

ചെമ്പൻകുട്ടി മനോജ് നാഥ് നമ്പ്യാ
A8-15787/08-20നമ്പർ മെമ്പർമാർക്കു
നൽകിയിട്ടുള്ളതാണ്.
തീർപ്പാക്കുക.

[Signature]
21 File
ADDITIONAL TANSILDAR
KOZHI NOHERRY

867703 പബ്ലിക് ഇനം മനോജ് നാഥ്

This is the true copy of the document marked as Exhibit referred to in the above w.p.(c)

Advocate